Court File No. 00-CV-192059CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE REGIONAL SENIOR JUSTICE WARREN K. WINKLER	)))	FRIDAY, THE 15TH DAY OF DECEMBER 2006

B E T W E E N:

LARRY PHILIP FONTAINE in his personal capacity and in his capacity as the Executor of the estate of Agnes Mary Fontaine, deceased, MICHELLINE AMMAQ, PERCY ARCHIE, CHARLES BAXTER SR., ELIJAH BAXTER, EVELYN BAXTER, DONALD BELCOURT, NORA BERNARD, JOHN BOSUM, JANET BREWSTER, RHONDA BUFFALO, ERNESTINE CAIBAIOSAI-GIDMARK, MICHAEL CARPAN, BRENDA CYR, DEANNA CYR, MALCOLM DAWSON, ANN DENE, BENNY DOCTOR, LUCY DOCTOR, JAMES FONTAINE in his personal capacity and in his capacity as the Executor of the Estate of Agnes Mary Fontaine, deceased, VINCENT BRADLEY FONTAINE, DANA EVA MARIE FRANCEY, PEGGY GOOD, FRED KELLY, ROSEMARIE KUPTANA, ELIZABETH KUSIAK, THERESA LAROCQUE, JANE McCULLUM, CORNELIUS McCOMBER, VERONICA MARTEN, STANLEY THOMAS NEPETAYPO, FLORA NORTHWEST, NORMAN PAUCHEY, CAMBLE QUATELL, ALVIN BARNEY SAULTEAUX, CHRISTINE SEMPLE, DENNIS SMOKEYDAY, KENNETH SPARVIER, EDWARD TAPIATIC, HELEN WINDERMAN and ADRIAN YELLOWKNEE

Plaintiffs

- and –

THE ATTORNEY GENERAL OF CANADA, THE PRESBYTERIAN CHURCH IN CANADA, THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, THE UNITED CHURCH OF CANADA, THE BOARD OF HOME MISSIONS OF THE UNITED CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE PRESBYTERIAN CHURCH, THE BAPTIST CHURCH IN CANADA, BOARD OF HOME MISSIONS AND SOCIAL SERVICES OF THE PRESBYTERIAN CHURCH IN BAY, THE CANADA IMPACT NORTH MINISTRIES OF THE COMPANY FOR THE PROPAGATION OF THE GOSPEL IN NEW ENGLAND (also known as THE NEW ENGLAND COMPANY), THE DIOCESE OF SASKATCHEWAN, THE DIOCESE OF THE SYNOD OF CARIBOO, THE FOREIGN MISSION OF THE PRESBYTERIAN CHURCH IN CANADA, THE INCORPORATED SYNOD OF THE DIOCESE OF HURON, THE METHODIST CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA, THE MISSIONARY SOCIETY OF THE METHODIST CHURCH OF CANADA (ALSO KNOWN AS THE METHODIST MISSIONARY SOCIETY OF CANADA), THE INCORPORATED SYNOD OF THE

DIOCESE OF ALGOMA, THE SYNOD OF THE ANGLICAN CHURCH OF THE DIOCESE OF QUEBEC, THE SYNOD OF THE DIOCESE OF ATHBASCA, THE SYNOD OF THE DIOCESE OF BRANDON, THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA, THE SYNOD OF THE DIOCESE OF CALGARY, THE SYNOD OF THE DIOCESE OF KEEWATIN, THE SYNOD OF THE DIOCESE OF QU'APPELLE, THE SYNOD OF THE DIOCESE OF NEW WESTMINISTER, THE SYNOD OF THE DIOCESE OF YUKON, THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA, THE BOARD OF HOME MISSIONS AND SOCIAL SERVICE OF THE PRESBYTERIAN CHURCH OF CANADA, THE WOMEN'S MISSIONARY SOCIETY OF THE UNITED CHURCH IN CANADA, SISTERS OF CHARITY, A BODY CORPORATE ALSO KNOWN AS SISTERS OF CHARITY OF ST. VINCENT DE PAUL, HALIFAX, ALSO KNOWN AS SISTERS OF CHARITY HALIFAX, ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX, LES SOEURS DE NOTRE DAME-AUXILIATRICE, LES SOEURS DE ST. FRANCOIS D'ASSISE, INSITUT DES SOEURS DU BON CONSEIL, LES SOEURS DE SAINT-JOSEPH DE SAINT-HYANCITHE, LES SOEURS DE JESUS-MARIE, LES SOEURS DE L'ASSOMPTION DE LA SAINTE VIERGE, LES SOEURS DE L'ASSOMPTION DE LA SAINT VIERGE DE L'ALBERTA, LES SOEURS DE LA CHARITE DE ST.-HYACINTHE, LES OEUVRES OBLATES DE L'ONTARIO, LES RESIDENCES OBLATES DU QUEBEC, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE LA BAIE JAMES (THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF JAMES BAY), THE CATHOLIC DIOCESE OF MOOSONEE, SOEURS GRISES DE MONTRÉAL/GREY NUNS OF MONTREAL, SISTERS OF CHARITY (GREY NUNS) OF ALBERTA, LES SOEURS DE LA CHARITÉ DES T.N.O., HOTEL-DIEU DE NICOLET, THE GREY NUNS OF MANITOBA INC.-LES SOEURS GRISES DU MANITOBA INC., LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE LA BAIE D'HUDSON – THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY, MISSIONARY OBLATES – GRANDIN PROVINCE, LES OBLATS DE MARIE IMMACULEE DU MANITOBA, THE ARCHIEPISCOPAL CORPORATION OF REGINA, THE SISTERS OF THE PRESENTATION, THE SISTERS OF ST. JOSEPH OF SAULT ST. MARIE, SISTERS OF CHARITY OF OTTAWA, OBLATES OF MARY IMMACULATE –ST. PETER'S PROVINCE, THE SISTERS OF SAINT ANN, SISTERS OF INSTRUCTION OF THE CHILD JESUS, THE BENEDICTINE SISTERS OF MT. ANGEL OREGON, LES PERES MONTFORTAINS, THE ROMAN CATHOLIC BISHOP OF KAMLOOPS CORPORATION SOLE, THE BISHOP OF VICTORIA, CORPORATION SOLE, THE ROMAN CATHOLIC BISHOP OF NELSON, CORPORATION SOLE, ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA, THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD, ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN, LA CORPORATION ARCHIÉPISCOPALE CATHOLIQUE ROMAINE DE ST. BONIFACE, LES MISSIONNAIRES OBLATES SISTERS DE ST. BONIFACE-THE MISSIONARY OBLATES SISTERS OF ST. BONIFACE, ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG, LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT, THE ROMAN CATHOLIC BISHOP OF THUNDER

BAY, IMMACULATE HEART COMMUNITY OF LOS ANGELES CA, ARCHDIOCESE OF VANCOUVER – THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER, ROMAN CATHOLIC DIOCESE OF WHITEHORSE, THE CATHOLIC EPISCOPALE CORPORATION OF MACKENZIE-FORT SMITH, THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT, EPISCOPAL CORPORATION OF SASKATOON, OMI LACOMBE CANADA INC. and MT. ANGEL ABBEY INC.

Defendants

PROCEEDING UNDER the following legislation, as appropriate:

(a) In the Province of Alberta: the *Class Proceedings Act*, S.A. 2003, c. C-16.5;

(b) In the Province of British Columbia: the *Class Proceedings Act*, R.S.B.C. 1996, c.50;

(c) In the Province of Manitoba: *The Class Proceedings Act*, C.C.S.M. c. C130;

(d) In the Provinces of Newfoundland and Labrador, Prince Edward Island, New Brunswick and Nova Scotia: the *Class Proceedings Act, 1992,* S.O. 1992, c. 6;

(e) In The Northwest Territories: Rule 62 of the *Rules of the Supreme Court of the Northwest Territories*, N.W.T. Reg. 010-96;

(f) In Nunavut: Rule 62 of the *Rules of the Supreme Court of the Northwest Territories*, N.W.T. Reg 010-96, as adopted by the Territory by operation of Section 29 of the *Nunavut Act*, S.C. 1993, c. 28.

(g) In the Province of Ontario: the *Class Proceedings Act, 1992*, S.O. 1992, c. 6;

(h) In the Province of Québec: Articles 999–1051 of the *Code of Civil Procedure* (Québec);

(i) In the Province of Saskatchewan: *The Class Actions Act*, S.S. 2001, c.C-12.01; and

(j) In the Yukon Territory: Rule 5(11) of the *Supreme Court Rules (British Columbia.)* B.C. Reg. 220/90 as adopted by the Territory by operation of Section 38 of the *Judicature Act,* R.S.Y. 2002, c. 128.

JUDGMENT

THIS MOTION, made by the Plaintiffs for certification of this action as a class proceeding and for judgment approving the settlement of the action, in accordance with the terms of the Agreement, was heard August 29, 30 and 31, 2006, at the Court House, at 361 University Avenue, Toronto, Ontario, judgment having been reserved until this day.

ON READING the joint motion record of the parties, the facta of the Plaintiffs and the Defendants and upon hearing all interested parties, including all objections, written and oral, and upon being advised of the consent and support of this motion of all of the parties to the Settlement Agreement dated May 10th, 2006,

AND WITHOUT ADMISSION OF LIABILITY on the part of any of the Defendants who deny liability,

AND UPON HEARING the submissions of counsel for the Plaintiffs and the Defendants, for written reasons delivered this day,

1. **THIS COURT ORDERS AND DECLARES** that for the purpose of this judgment, and all subsequent judgments or orders herein, the following definitions shall apply:

DEFINITIONS:

a) "Action" means this proceeding, court file number 00-CV-192059CP;

b) "Agreement" means the Settlement Agreement entered into by the parties on May 10th, 2006, with schedules, attached hereto as Schedule "A";

c) "Approval Date" means the date the last Court issues its approval order;

d) "Approval Orders" means the judgment or orders of the Courts certifying the Class Actions and approving the Agreement as fair, reasonable and in the best interests of the Class Members for the purposes of settlement of the Class Actions pursuant to the applicable class proceedings law;

e) "Canada" means the Defendant, the Government of Canada, as represented in this proceeding by the Attorney General of Canada;

f) "Class" or "Class Members" means:

a. each and every person

i. who, at anytime prior to December 31, 1997, resided at an Indian Residential School in Canada; or

ii. who is a parent, child, grandparent, grandchild, sibling or spouse of a person who, at anytime prior to December 31, 1997, resided at an Indian Residential School in Canada,

and,

b. who, at the date of death resided in, or if living, as of the date hereof, resided in:

i. Alberta, for the purposes of the Alberta Court of Queen's Bench;

ii. British Columbia, for the purposes of the Supreme Court of British Columbia;

iii. Manitoba, for the purposes of the Manitoba Court of Queen's Bench;

iv. Northwest Territories, for the purposes of the Supreme Court of the Northwest Territories;

v. Nunavut, for the purposes of the Nunavut Court of Justice;

vi. Ontario, Prince Edward Island, Newfoundland, Labrador, New Brunswick, Nova Scotia and any place outside of Canada, for the purposes of the Ontario Superior Court of Justice;

vii. Quebec, for the purposes of the Quebec Superior Court;

viii. Saskatchewan, for the purposes of the Court of Queen's Bench for Saskatchewan; and

ix. Yukon, for the purposes of the Supreme Court of the Yukon Territory,

but excepting all Excluded Persons,

and

c. the Family Class as defined in paragraph 5 hereof.

g) "Class Actions" means the omnibus Indian Residential Schools Class Actions Statement of Claim referred to in Article Four (4) of the Agreement;

h) "Class Period" means until December 31, 1997;

i) "Common Experience Payment" means a lump sum payment made to an Eligible CEP Recipient in the manner set out in Article Five (5) of the Agreement;

j) "Court" means, in Alberta, the Alberta Court of Queen's Bench, in British Columbia, the Supreme Court of British Columbia, in Manitoba, the Manitoba Court of Queen's Bench, in the Northwest Territories, the Supreme Court of the Northwest Territories, in Nunavut, the Nunavut Court of Justice, in Ontario, the Ontario Superior Court of Justice, in Quebec, the Quebec Superior Court, in Saskatchewan, the Court of Queen's Bench for Saskatchewan and in the Yukon, the Supreme Court of the Yukon Territory;

k) "Defendants" mean Canada and each of the other party Defendants, including each of their respective past and present parents, subsidiaries and related or affiliated entities and their respective employees, agents, officers, directors, shareholders, principals, members, attorneys, insurers, subrogees, representatives, executors, administrators, predecessors, successors, heirs, transferees and assigns and also the entities listed in Schedules "B", "C", "G" and "H" of the Agreement;

l) "Eligible CEP Recipient" means any former Indian Residential School student who resided at any Indian Residential School prior to December 31, 1997 and who was alive on May 30, 2005 and who is not an Excluded Person;

m) "Excluded Persons" means:

(i) any person who opts out of this proceeding in accordance with this judgment; or

(ii) all persons who attended the Mohawk Institute Residential School in Brantford, Ontario, between 1922 and 1969, and their parents, siblings, spouses, grandparents or children (including minors, the unborn and disabled individuals) of such a person;

n) "Forum" means the Alberta Court of Queen's Bench, the Supreme Court of British Columbia, the Manitoba Court of Queen's Bench, the Supreme Court of the Northwest Territories, the Nunavut Court of Justice, the Ontario Superior Court of Justice, the Quebec Superior Court, the Court of Queen's Bench for Saskatchewan and the Supreme Court of the Yukon Territory, and "Fora" refers to them all;

o) "Implementation Date" means the latest of:

i. the expiry of thirty (30) days following the expiry of the Opt-Out Periods; and

ii. the date following the last day on which a Class Member in any jurisdiction may appeal or seek leave to appeal any of the Approval Orders; and

iii. the date of a final determination of any appeal brought in relation to the Approval Orders.

p) "Indian Residential School" means:

i. institutions listed on List "A" to OIRSRC's Dispute Resolution Process attached to the Agreement as Schedule "E";

ii. institutions listed in Schedule "F" of the Agreement ("Additional Residential Schools") which may be expanded from time to time in accordance with Article 12.01 of the Agreement; and

iii. any institution which is determined to meet the criteria set out in Sections 12.01(2) and (3) of the Agreement;

q) "Mailing Costs" means the cost of mailing a notice to the Class Members as described in *infra* below;

r) "Notice Costs" means the cost of publishing the Notice at Schedule "B" attached hereto;

s) "Opt Out Period" or "Opt Out Deadline" means the period commencing on the Approval Date and ending on August 20, 2007, during which an individual may opt out of this class proceeding without leave of the Court, as set out in the Approval Orders;

t) "Other Released Church Organizations" includes the Dioceses of the Anglican Church of Canada listed in Schedule "G" of the Agreement and the Catholic entities listed in Schedule "H" of the Agreement, that did not operate an Indian Residential School or did not have an Indian Residential School located within their geographical boundaries and have made, or will make, a financial contribution towards the resolution of claims advanced by persons who attended an Indian Residential School;

u) "Releasees" means, jointly and severally, individually and collectively, the defendants in the Class Actions and each of their respective past and present parents, subsidiaries and related or affiliated entities and their respective employees, agents, officers, directors, shareholders, principals, members, attorneys, insurers, subrogees, representatives, executors, administrators, predecessors, successors, heirs, transferees and assigns and also the entities listed in Schedules "B", "C", "G" and "H" of the Agreement;

v) "Representative Plaintiffs" are those individuals listed as plaintiffs in this title of proceedings;

w) "Spouse" includes a person of the same or opposite sex to a Survivor Class Member who cohabited for a period of at least one year with that Survivor Class Member immediately before his or her death or a person of the same or opposite sex to a Survivor Class Member who was cohabiting with that Survivor Class Member at the date of his or her death and to whom that Survivor Class Member was providing support or was under a legal obligation to provide support on the date of his or her death; and

x) "Trustee" means Her Majesty in Right of Canada as represented by the incumbent Ministers from time to time responsible for Indian Residential Schools Resolution Canada and Service Canada. The initial Ministers will be the Minister of Canadian

Heritage and Status of Women and the Minister of Human Resources Skills and Development, respectively.

2. **THIS COURT ORDERS** that this Action be and is hereby certified as a Class Proceeding.

3. **THIS COURT ORDERS AND DECLARES** that to the extent the Amended Statement of Claim, the materials filed in connection with the motion for certification and approval of settlement, or this judgment are inconsistent with the applicable rules of civil procedure or rules of court, strict compliance with such rules is waived in order to ensure the most just, expeditious and efficient resolution of this matter.

4. **THIS COURT ORDERS** that the Survivor Class is defined as the following:

All persons who resided at an Indian Residential School in Canada at anytime prior to December 31, 1997, who are living, or who were living as of May 30, 2005, and who, as of the date hereof, or who, at the date of death resided in:

(a) Alberta, for the purposes of the Alberta Court of Queen's Bench;

(b) British Columbia, for the purposes of the Supreme Court of British Columbia;

(c) Manitoba, for the purposes of the Manitoba Court of Queen's Bench;

(d) Northwest Territories, for the purposes of the Supreme Court of the Northwest Territories;

(e) Nunavut, for the purposes of the Nunavut Court of Justice;

(f) Ontario, Prince Edward Island, Newfoundland, and Labrador, New Brunswick, Nova Scotia and any place outside of Canada, for the purposes of the Ontario Superior Court of Justice;

(g) Quebec, for the purposes of the Quebec Superior Court;

(h) Saskatchewan, for the purposes of the Saskatchewan Court of Queen's Bench; and

(i) Yukon, for the purposes of the Supreme Court of the Yukon Territory;

But excepting Excluded Persons.

5. **THIS COURT ORDERS** that the Family Class is defined as the following:

(a) the spouse, child, grandchild, parent, grandparent or sibling of a Survivor Class Member;

(b) the spouse of a child, grandchild, parent, grandparent or sibling of a Survivor Class Member;

(c) a former spouse of a Survivor Class Member;

(d) a child or other lineal descendent of a grandchild of a Survivor Class Member;

(e) a person of the same or opposite sex to a Survivor Class Member who cohabited for a period of at least one year with that Survivor Class Member immediately before his or her death;

(f) a person of the same or opposite sex to a Survivor Class Member who was cohabiting with that Survivor Class Member at the date of his or her death and to whom that Survivor Class Member was providing support or was under a legal obligation to provide support on the date of his or her death; or

(g) any other person to whom a Survivor Class Member was providing support for a period of at least three years immediately prior to his or her death; and

Who, as of the date hereof, are resident in:

(a) Alberta, for the purposes of the Alberta Court of Queen's Bench;

(b) British Columbia, for the purposes of the Supreme Court of British Columbia;

(c) Manitoba, for the purposes of the Manitoba Court of Queen's Bench;

(d) Northwest Territories, for the purposes of the Supreme Court of the Northwest Territories;

(e) Nunavut, for the purposes of the Nunavut Court of Justice;

(f) Ontario, Prince Edward Island, Newfoundland, and Labrador, New Brunswick, Nova Scotia and any place outside of Canada, for the purposes of the Ontario Superior Court of Justice;

(g) Quebec, for the purposes of the Quebec Superior Court;

(h) Saskatchewan, for the purposes of the Saskatchewan Court of Queen's Bench; and

(i) Yukon, for the purposes of the Supreme Court of the Yukon Territory;

But excepting Excluded Persons.

6. **THIS COURT ORDERS** that the Deceased Class is defined as the following:

All persons who resided at an Indian Residential School in Canada at anytime prior to December 31, 1997, who died before May 30, 2005, and who were, at their date of death, residents of:

(a) Alberta, for the purposes of the Alberta Court of Queen's Bench;

(b) British Columbia, for the purposes of the Supreme Court of British Columbia;

(c) Manitoba, for the purposes of the Manitoba Court of Queen's Bench;

(d) Northwest Territories, for the purposes of the Supreme Court of the Northwest Territories;

(e) Nunavut, for the purposes of the Nunavut Court of Justice;

(f) Ontario, Prince Edward Island, Newfoundland, and Labrador, New Brunswick, Nova Scotia and any place outside of Canada, for the purposes of the Ontario Superior Court of Justice;

(g) Quebec, for the purposes of the Quebec Superior Court;

(h) Saskatchewan, for the purposes of the Saskatchewan Court of Queen's Bench; and

(i) Yukon, for the purposes of the Supreme Court of the Yukon Territory;

But excepting Excluded Persons.

7. **THIS COURT ORDERS** that the Class shall consist of the Survivor Class, the Family Class and the Deceased Class.

8. **THIS COURT ORDERS AND DECLARES** that the Representative Plaintiffs be and are hereby appointed as representatives of the Class.

9. **THIS COURT ORDERS AND DECLARES** that the Representative Plaintiffs are adequate representatives of the Class and comply with the requirements in the applicable class proceedings law.

10. **THIS COURT ORDERS AND DECLARES** that the common issues in the Action are the following:

a) By their operation or management of Indian Residential Schools during the Class Period, did the Defendants breach a duty of care they owed to the Survivor Class and the Deceased Class to protect them from actionable physical or mental harm?

b) By their purpose, operation or management of Indian Residential Schools during the Class Period, did the Defendants breach a fiduciary duty they owed to the Survivor Class and the Deceased Class or the aboriginal or treaty rights of the Survivor Class and the Deceased Class to protect them from actionable physical or mental harm?

c) By their purpose, operation or management of Indian Residential Schools during the Class Period, did the Defendants breach a fiduciary duty they owed to the Family Class?

d) If the answer to any of these common issues is yes, can the Court make an aggregate assessment of the damages suffered by all Class members of each class as part of the common trial?

11. **THIS COURT ORDERS AND DECLARES** that the certification of this Action is conditional on the approval of the Agreement in the Fora in accordance with the terms of the Agreement and upon it not being set aside pursuant to paragraph 35 of this judgment and is without prejudice to the Defendants' right to contest certification or to contest the jurisdiction of this court in the future. Should the Agreement not be so approved or be set aside pursuant to paragraph 35 of this judgment, all materials filed, submissions made or positions taken by any party are without prejudice.

12. **THIS COURT ORDERS** that the Agreement, which is attached hereto as Schedule "A", and which is expressly incorporated by reference into this judgment, including the definitions included therein, is hereby approved and shall be implemented, in accordance with this judgment and any further order of this Court.

13. **THIS COURT ORDERS AND DECLARES** that this Court shall supervise the implementation of the Agreement and this judgment and, without limiting the generality of the

foregoing, may issue such orders as are necessary to implement and enforce the provisions of the Agreement and this judgment.

14. **THIS COURT ORDERS AND DECLARES** that the Trustee be and is hereby appointed, until further order of this court, on the terms and conditions and with the powers, rights, duties and responsibilities set out in the Agreement and this judgment.

15. **THIS COURT ORDERS AND DECLARES** that, subject to the provisions of the Agreement, and in particular, section 4.06 thereof, each Class Member and his or her heirs, personal representatives and assigns or their past and present agents, representatives, executors, administrators, predecessors, successors, transferees and assigns, have released and shall be conclusively deemed to have fully, finally and forever released the Defendants and the Other Released Church Organizations and each of their respective past and present parents, subsidiaries and related or affiliated entities and their respective employees, agents, officers, directors, shareholders, partners, principals, members, attorneys, insurers, subrogees, representatives, executors, administrators, predecessor, successors, heirs, transferees and assigns from any and all actions, causes of action, common law and statutory liabilities, contracts, claims and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses and interest which they ever had, now have or may have hereafter have, directly or indirectly or any way relating to or arising directly or indirectly by way of any subrogated or assigned right or otherwise in relation to an Indian Residential School or the operation generally of Indian Residential Schools and this release includes any such claim made or that could have been made in any proceeding including the Class Actions and including claims that belong to the Class Member personally, whether asserted directly by the Class member or by any other person, group or legal entity on behalf of or as a representative for the Class Member.

16. **AND THIS COURT ORDERS AND DECLARES** for greater certainty that the Releases referred to in paragraph 15 above bind each Class Member whether or not he or she submits a claim to the Trustee, whether or not he or she is eligible for individual compensation under the Agreements or whether the Class Member's claim is accepted in whole or in part.

17. **THIS COURT ORDERS AND DECLARES** that any individual action, and all related cross-claims and third party claims, brought by a Class Member, arising out of the operation of Indian Residential Schools, and all related cross-claims and third party claims, are hereby stayed and shall be dismissed on the Implementation Date.

18. **THIS COURT ORDERS AND DECLARES** that any existing class proceeding or representative action arising out of the operation of Indian Residential Schools, and all related cross-claims and third party claims, brought by a Class Member within the jurisdiction of this court are hereby stayed and shall be dismissed on the Implementation Date.

19. **THIS COURT ORDERS AND DECLARES** that each Class Member and each of his or her respective heirs, executors, administrators, personal representatives, agents, subrogees, insurers, successors and assigns shall not make any claim or take any proceeding against any person or corporation, including the Crown, in connection with or related to the claims released pursuant to paragraph 15 of this judgment, who might claim or take a proceeding against the Defendants or Other Released Church Organizations, in any manner or forum, for contribution or indemnity or any other relief at common law or in equity or under any other federal, provincial or territorial statute or the applicable rules of court. A Class Member who makes any claim or takes any proceeding that is subject to this paragraph shall immediately discontinue such claim or proceeding and this paragraph shall operate conclusively as a bar to any such action or proceeding.

20. **THIS COURT ORDERS AND DECLARES** that the claims of the Class Members in this action and all related cross-claims and third party claims are hereby dismissed, without costs and with prejudice and that such dismissal shall be a defence to any subsequent action in respect of the subject matter hereof.

21. **THIS COURT ORDERS** that, for greater certainty, notwithstanding paragraphs 15, 16, 17, 18, 19 and 20 of this judgment, no action capable of being brought by an individual, except for Family Class Claims, will be released, stayed, dismissed or discontinued, where such action would be released, stayed, dismissed or discontinued only by virtue of the individual being a member of the Family Class.

22. **THIS COURT ORDERS** that commencing on or before March 22, 2007, notice shall be given of this judgment and the approval of the Agreement, by the commencement of the Notice Plan designed by Hilsoft Notifications attached as Schedule "B" and at the expense of Canada, as set out in the Notice Plan. Hilsoft Notifications is authorized by this Court to carry out the Notice Plan in accordance with its terms.

23. **THIS COURT DECLARES** that the notice provided in paragraph 22 above, satisfies the requirements of the applicable class proceeding law, this court and is the best notice practicable under the circumstances.

24. **THIS COURT ORDERS** that forthwith after the publication and delivery of the notice required by paragraph 22 of this judgment, Canada shall serve upon the National Certification Committee, the Defendants and the Trustee and file with this Court, affidavits confirming that notice has been given in accordance with the Notice Plan, the Agreement and this judgment.

25. **THIS COURT ORDERS** that no Class Member may opt out of this class proceeding after August 20, 2007, without leave of this Court.

26. **THIS COURT ORDERS** that no person may opt out a minor or a person who is under a disability without leave of the Court after notice to the Public Guardian and trustee of the minor or person under disability and to the Children's Lawyer, or such other public trustee as may be applicable.

27. **THIS COURT ORDERS** that Crawford Class Action Services, shall, within thirty (30) days of the end of the Opt Out Period, report to this Court and advise as to the names of those persons who have opted out of this class proceeding.

28. **THIS COURT ORDERS AND DECLARES** that the Agreement and this judgment are binding upon each Class Member, including those persons who are minors or are mentally incapable and that any requirements or rules of civil procedure which would impose further obligations with respect to this judgment are dispensed with.

29. **THIS COURT ORDERS THAT** the Honourable Ted Hughes Q.C. be approved as Chief Adjudicator until further order of this court, with the duties and responsibilities as set out in the Agreement.

30. **THIS COURT ORDERS AND DECLARES** that no person may bring any action or take any proceedings against the Trustee, the Chief Adjudicator, the IAP Oversight Committee, the National Certification Committee, the National Administration Committee, the Chief Adjudicator's Reference Group, the Regional Administration Committees, as defined in the Agreement, or the members of such bodies, the adjudicators, or any employees, agents, partners, associates, representatives, successors or assigns, of any of the aforementioned, for any matter in any way relating to the Agreement, the administration of the Agreement or the implementation of this judgment, except with leave of this court on notice to all affected parties.

31. **THIS COURTS DECLARES** that the Representative Plaintiffs, Defendants, Released Church Organizations, Class Counsel, the National Administration Committee, or the Trustee, or such other person or entity as this Court may allow, after fully exhausting the dispute resolution mechanisms contemplated in the Agreement, may apply to the Court for directions in respect of the implementation, administration or amendment of the Agreement or the implementation of this judgment on notice to all affected parties, all in conformity with the terms of the Agreement.

32. **THIS COURT DECLARES** that the Consent and Agreements which were entered into by the Defendants and the Released Church Organizations and this judgment that is issued by this court, is without any admission of liability, that the Defendants and the Released Church Organizations deny liability and that the Consent to the Agreement is not an admission of liability by conduct by the Defendants and that this judgment is deemed to be a without prejudice settlement for evidentiary purposes.

33. **THIS COURT ORDERS AND DECLARES** that in the event that the number of persons who would otherwise be Eligible CEP Recipients who opt out of this class proceeding exceeds five thousand (5,000), the Agreement will be void and this judgment will be set aside in its entirety subject only to the right of Canada, at its sole discretion, to waive compliance with section 4.14 of the Agreement. For greater certainty, the words "Eligible CEP Recipients" in

section 4.14 of the Agreement shall be deemed to read "Persons who would otherwise be Eligible CEP Recipients".

34. **THIS COURT ORDERS**, for greater certainty, the word "the Court" in section 4.12(4) of the Agreement shall be deemed to read "the NAC".

35. **THIS COURT DECLARES** that this order will be rendered null and void in accordance with the terms of the Agreement, in the event that the Agreement is not approved in substantially the same terms by way of order or judgment of each court in the Fora.

36. **THIS COURT DECLARES** that the provisions of the applicable class proceedings law shall apply in their entirety to the supervision, operation and implementation of the Agreement and this judgment.

Regional Senior Justice Warren K. Winkler

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

MAR 15 2007

AS DOCUMENT NO.:
À TITRE DE DOCUMENT NO.:
PER / PAR:

LARRY PHILIP FONTAINE et. al. Plaintiffs	**v.**	**THE ATTORNEY GENERAL OF CANADA et. al.** Defendants	Court File No: 00-CV-192059CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

ORDER

THOMSON, ROGERS
3100 - 390 Bay Street
Toronto, Ontario
M5H 1W2

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Counsel for the plaintiffs

May 8, 2006

CANADA, as represented by the Honourable Frank Iacobucci

-and-

PLAINTIFFS, as represented by the National Consortium
and the Merchant Law Group

-and-

Independent Counsel

-and-

THE ASSEMBLY OF FIRST NATIONS and INUIT REPRESENTATIVES

-and-

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA,
THE PRESBYTERIAN CHURCH OF CANADA,
THE UNITED CHURCH OF CANADA AND
ROMAN CATHOLIC ENTITIES

INDIAN RESIDENTIAL SCHOOLS SETTLEMENT AGREEMENT

6.11 This Agreement may be signed in counterparts.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective officers duly authorized as of the date stated above.

EXECUTED in the presence of:	)	THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA
_____	)	
As to The General Synod of The Anglican Church of Canada's authorized signatory	)	_____
	)	(*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
_____	)	I have the authority to bind the corporate
Occupation	)	entity
EXECUTED in the presence of:	)	THE MISSIONARY SOCIETY OF THE ANGLICAN CHURCH OF CANADA
_____	)	
As to The Missionary Society of the Anglican Church of Canada's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate
	)	entity

EXECUTED in the presence of:	)	THE ANGLICAN CHURCH OF CANADA RESOLUTION CORPORATION
_____	)	
As to The Anglican Church of Canada Resolution Corporation's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity
EXECUTED in the presence of:	)	THE INCORPORATED SYNOD OF THE DIOCESE OF ALGOMA
_____	)	
As to The Incorporated Synod of the Diocese of Algoma's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity
EXECUTED in the presence of:	)	THE DIOCESE OF ARCTIC
_____	)	
As to the Diocese of Arctic's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity

EXECUTED in the presence of:	)	THE SYNOD OF THE DIOCESE OF ATHABASCA
_____	)	
As to The Synod of the Diocese of Athabasca's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity
EXECUTED in the presence of:	)	THE SYNOD OF THE DIOCESE OF BRANDON
_____	)	
As to The Synod of the Diocese of Brandon's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity
EXECUTED in the presence of:	)	THE ANGLICAN SYNOD OF THE DIOCESE OF BRITISH COLUMBIA
_____	)	
As to The Anglican Synod of the Diocese of British Columbia's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity

EXECUTED in the presence of:	)	THE ANGLICAN SYNOD OF THE DIOCESE OF CALEDONIA
_____	)	
As to The Anglican Synod of the Diocese of Caledonia's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate entity
Occupation		

EXECUTED in the presence of:	)	THE SYNOD OF THE DIOCESE OF CALGARY
_____	)	
As to The Synod of the Diocese of Calgary's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate entity
Occupation	)	

EXECUTED in the presence of:	)	THE DIOCESE OF THE SYNOD OF CARIBOO
_____	)	
As to The Diocese of the Synod of Cariboo's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate entity
Occupation	)	

EXECUTED in the presence of:	)	ANGLICAN PARISHES OF THE CENTRAL INTERIOR
_____	)	
As to Anglican Parishes of the Central Interior's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	THE DIOCESAN SYNOD OF CENTRAL NEWFOUNDLAND
_____	)	
As to The Diocesan Synod of Central Newfoundland's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	I have the authority to bind the corporate entity
Occupation		
EXECUTED in the presence of:	)	THE DIOCESAN SYNOD OF EASTERN NEWFOUNDLAND AND LABRADOR
_____	)	
As to The Diocesan Synod of Eastern Newfoundland and Labrador's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	I have the authority to bind the corporate entity
Occupation	)	

EXECUTED in the presence of:	)	THE SYNOD OF THE DIOCESE OF EDMONTON
_____	)	
As to The Synod of the Diocese of Edmoton's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity
EXECUTED in the presence of:	)	THE DIOCESAN SYNOD OF FREDERICTON
_____	)	
As to The Diocesan Synod of Fredericton's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity
EXECUTED in the presence of:	)	THE INCORPORATED SYNOD OF THE DIOCESE OF HURON
_____	)	
As to The Incorporated Synod of the Diocese of Huron's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity

EXECUTED in the presence of:	)	THE SYNOD OF THE DIOCESE OF KEEWATIN
_____	)	
As to The Synod of the Diocese of Keewatin's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity
EXECUTED in the presence of:	)	THE SYNOD OF THE DIOCESE OF KOOTENAY
_____	)	
As to The Synod of the Diocese of Kootenay's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity
EXECUTED in the presence of:	)	THE SYNOD OF THE DIOCESE OF MONTREAL
_____	)	
As to The Synod of the Diocese of Montreal's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity

EXECUTED in the presence of:	)	THE DIOCESE OF MOOSONEE
	)	
	)	
_____	)	_____
As to The Diocese of Moosonee's authorized signatory	)	(*signature*)
	)	
	)	_____
_____	)	(*name of person signing*)
Print Name	)	
	)	
_____	)	_____
Address	)	(*title*)
_____	)	
	)	I have the authority to bind the corporate
_____	)	entity
Occupation	)	
EXECUTED in the presence of:	)	THE SYNOD OF THE DIOCESE OF NEW
	)	WESTMINSTER
	)	
_____	)	
As to The Synod of the Diocese of New Westminster's authorized signatory	)	_____
	)	(*signature*)
	)	
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
	)	
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
	)	I have the authority to bind the corporate
_____	)	entity
Occupation	)	
EXECUTED in the presence of:	)	THE SYNOD OF THE DIOCESE OF
	)	NIAGARA
	)	
_____	)	
As to The Synod of the Diocese of Niagara's authorized signatory	)	_____
	)	(*signature*)
	)	
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
	)	
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
	)	I have the authority to bind the corporate
_____	)	entity
Occupation	)	

EXECUTED in the presence of:	)	THE DIOCESAN SYNOD OF NOVA SCOTIA AND PRINCE EDWARD ISLAND
_____	)	
As to The Diocesan Synod of Nova Scotia and Prince Edward Island's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	THE INCORPORATED SYNOD OF THE DIOCESE OF ONTARIO
_____	)	
As to The Incorporated Synod of the Diocese of Ontario's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity
EXECUTED in the presence of:	)	THE INCORPORATED SYNOD OF THE DIOCESE OF OTTAWA
_____	)	
As to The Incorporated Synod of the Diocese of Ottawa's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation		entity

EXECUTED in the presence of:	)	THE SYNOD OF THE DIOCESE OF QU'APPELLE
_____	)	
As to The Synod of the Diocese of Qu'Appelle's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity
EXECUTED in the presence of:	)	THE SYNOD OF THE ANGLICAN CHURCH OF THE DIOCESE QUEBEC
_____	)	
As to The Synod of the Anglican Church of the Diocese of Quebec's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation		entity
EXECUTED in the presence of:	)	THE SYNOD OF THE DIOCESE OF RUPERT'S LAND
_____	)	
As to The Synod of the Diocese of Rupert's Land's authorized signatory	)	_____ (*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate
Occupation	)	entity

EXECUTED in the presence of:	)	THE DIOCESE OF SASKATCHEWAN
	)	
	)	
_____	)	_____
As to The Diocese of Saskatchewan's	)	(*signature*)
authorized signatory	)	
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
	)	
_____	)	_____
Address	)	(*title*)
_____	)	
	)	I have the authority to bind the corporate
_____	)	entity
Occupation	)	
EXECUTED in the presence of:	)	THE DIOCESE OF SASKATOON
	)	
	)	
_____	)	_____
As to The Diocese of Saskatoon's	)	(*signature*)
authorized signatory	)	
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
	)	
_____	)	_____
Address	)	(*title*)
_____	)	
	)	I have the authority to bind the corporate
_____	)	entity
Occupation		
EXECUTED in the presence of:	)	THE INCORPORATED SYNOD OF THE
	)	DIOCESE OF TORONTO
	)	
_____	)	_____
As to The Incorporated Synod of the Diocese	)	(*signature*)
of Toronto's authorized signatory	)	
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
	)	
_____	)	_____
Address	)	(*title*)
_____	)	
	)	
_____	)	I have the authority to bind the corporate
Occupation		entity

EXECUTED in the presence of:	)	DIOCESAN SYNOD OF WESTERN NEWFOUNDLAND
_____	)	_____
As to Diocesan Synod of Western Newfoundland's authorized signatory	)	(*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate entity
Occupation		

EXECUTED in the presence of:	)	THE SYNOD OF THE DIOCESE OF YUKON
_____	)	_____
As to The Synod of the Diocese of Yukon's authorized signatory	)	(*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate entity
Occupation	)	

EXECUTED in the presence of:	)	**HER MAJESTY IN RIGHT OF CANADA**, as represented by the Minister of Indian Residential Schools Resolution Canada
_____	)	_____
As to the signature of Canada's representative	)	(*signature*)
	)	_____
	)	(*name of person signing*)
	)	_____
	)	Minister

SCHEDULE A

THE ANGLICAN ENTITIES

The General Synod of the Anglican Church of Canada

The Missionary Society of the Anglican Church of Canada

The Incorporated Synod of the Diocese of Algoma

The Diocese of Arctic

The Synod of the Diocese of Athabasca

The Synod of the Diocese of Brandon

The Anglican Synod of the Diocese of British Columbia

The Anglican Synod of the Diocese of Caledonia

The Synod of the Diocese of Calgary

The Diocese of the Synod of Cariboo

Anglican Parishes of the Central Interior

The Diocesan Synod of Central Newfoundland

The Diocesan Synod of Eastern Newfoundland and Labrador

The Synod of the Diocese of Edmonton

The Diocesan Synod of Fredericton

The Incorporated Synod of the Diocese of Huron

The Synod of the Diocese of Keewatin

The Synod of the Diocese of Kootenay

The Synod of the Diocese of Montreal

The Diocese of Moosonee

The Synod of the Diocese of New Westminster

The Synod of the Diocese of Niagara

The Diocesan Synod of Nova Scotia and Prince Edward Island

The Incorporated Synod of the Diocese of Ontario

The Incorporated Synod of the Diocese of Ottawa

The Synod of the Diocese of Qu'Appelle

The Synod of the Anglican Church of the Diocese of Quebec

The Synod of the Diocese of Rupert's Land

The Diocese of Saskatchewan

The Diocese of Saskatoon

The Incorporated Synod of the Diocese of Toronto

The Diocesan Synod of Western Newfoundland

The Synod of the Diocese of Yukon

SCHEDULE B

THE ANGLICAN FUND FOR HEALING AND RECONCILIATION ("AFHR")

1. The AFHR Committee established under Section 3.1.2 of this Agreement shall receive applications for initiatives or programs designed to assist with healing and reconciliation for former IRS students and their families and communities, and shall make grants or approve In-Kind Services in accordance with the terms of this Agreement.

2. The Committee will approve only those In-Kind Services which are new programs or services, or increments to existing programs or services. In addition to receiving applications from community groups, the Committee will also accept applications for grants and funding of In-Kind Services from Anglican Entities, but only to fund healing and reconciliation work which is independent of a denominational, religious ministry. Where an existing application for grants and funding of In-Kind Services is proposed, the Committee may approve the application for grants or In-Kind Service to the extent that the Committee believes the program or In-Kind Service or some part thereof is new or would not otherwise continue.

3. The following criteria shall be applied to applications for grants and for the approval of In-Kind Services. Criteria a) and b) are mandatory in all circumstances, and the Committee shall have regard to the remaining criteria in assessing each application:

a) Is the program open to all Aboriginal people and groups regardless of denomination?

b) Does the program foster health, healing and reconciliation, which can include the building of relationships of mutual respect and trust between Aboriginal and non-Aboriginal participants?

c) Do Aboriginal people have input in developing and delivery of the program?

d) Has the program been effective in the past?

e) To what extent are Aboriginal communities involved in the program?

f) Does the program or service deal with former students, or their families and communities and the aftermath of IRS including providing assistance with the recovery of their histories?

g) What portion of the overall cost of the program addresses the social, psychological, and health issues without regard to religiosity?

4. For greater certainty, the costs or efforts expended in participation at any part of the work of the Truth and Reconciliation Commission, or in proceedings to resolve an IRS claim do not qualify for approval by the Committee.

5. Notwithstanding Section 3 of this Schedule, the Committee may credit the value of a program or service offered between March 31, 2005 and the coming into force of this agreement toward the In-Kind Service provided that:

a) it meets the criteria set out in section 3 of this Schedule;

b) the program or service did not exist before March 31, 2005 unless otherwise agreed to in writing by Canada;

c) the same program or service cannot be certified for a period following the coming into force of this Agreement unless it can be shown that it would not otherwise continue; and

d) in no case shall the total amount credited for programs and services provided before the coming into force of this Agreement exceed 19.8572 percent of $1,500,000, being $300,000.

6. The parties agree that the Committee may meet and make decisions under article 5 of this Schedule before the coming into force of this Agreement, and that following the coming into force of this Agreement the decisions the Committee makes in this period shall be ratified without further review and the costs and reasonable expenses incurred shall be reimbursed by the Church and to the credit of their debt under this Agreement. For greater certainty, should this Agreement not come into force the decisions made under articles 5 and 6 shall have no force or effect and the Corporation has no obligation to make reimbursement.

SCHEDULE C

FULL AND FINAL RELEASE IN CLAIMS BY PERSONS WHO OPT OUT OF THE IRSSA

IN CONSIDERATION of the payment of the sum of $10.00 and other good and valuable consideration, all inclusive, all of which is directed to be paid to my solicitors, _____, in trust:

1. I, _____, fully, finally and forever release and discharge, separately and severally, each of

    (a) Her Majesty the Queen in Right of Canada, the Attorney General of Canada, their successors, and assigns, and their Ministers, officers, employees, servants, partners, principals, attorneys, subrogees, representatives and agents; and

    (b) the [Church Organization] and its predecessors, successors, transferees assigns, and their officers, employees, members, servants, directors, shareholders, partners, principals, attorneys, insurers, subrogees, representatives, administrators, receivers and agents;

    (the "Releasees") from any and all actions or causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which I ever had, now have or may in the future have against them (whether I now know about these claims or causes of action or not) arising from or in any way related to

    (a) my attendance, presence and/or experiences at any Indian Residential School; and

    (b) the operation of any Indian Residential School.

2. Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.

3. In addition, I fully, finally and forever release and discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against some or all of the Releasees, being [Court file no.] issued in the [Court Registry] of the [proper name of court], for compensation, damages and other relief relating to my attendance, presence and/or experiences at _____ Indian Residential School (the "Action"). I agree to the dismissal of the Action.

4. The claims and causes of action referred to in paragraphs 1 to 3 are referred to in this Release as "the Released Claims".

5. I will not make any further claims of any kind against the Releasees with respect to the Released Claims.

6. I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, the Releasees may rely on this Release as an estoppel and a complete defence to any such claim or action.

7. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.

8. I agree that I will not make any or continue any claim in relation to the Released Claims against any person or corporation who could claim for any or all of the damages, contribution or indemnity or other relief in respect of my claim from any of the Releasees whether pursuant to the provisions of the *Negligence Act* (Province or Territory) or its counterpart in other common law jurisdictions, the common law, or any other statue of any jurisdiction.

9. I further agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or government agency that arise out of or are in any way connected with payments made to me by that person, legal entity, government or government agency in relation to the Released Claims. This indemnity includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or government agency authority for any of the Released Claims that are criminal assaults.

10. If I later commence a claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this Release, as well as the details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.

11. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

12. I understand that the Releasees do not admit any liability to me by acceptance of this Release or by any payment that may be made to me.

I have signed this Release the ____ day of _____, 200_.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____ _____

Witness [Name of Releasor]

Address Seal

_____

_____

_____

Occupation

_____

Schedule D

PROCESS FOR PROVIDING DOCUMENTS TO THE TRUTH AND RECONCILIATION COMMISSION

1. In order to ensure the efficacy of the Truth and Reconciliation process, the Anglican Entities will provide all relevant documents in their possession or control to and for the use of the Truth and Reconciliation Commission, (the "Commission") subject to the privacy interests of an individual as provided by applicable privacy legislation, and subject to and in compliance with applicable privacy and access to information legislation, and except for those documents for which solicitor-client privilege applies and is asserted.

2. In cases where privacy interests of an individual exist, and subject to and in compliance with applicable privacy legislation and access to information legislation, researchers for the Commission shall have access to the documents, provided privacy is protected. In cases where solicitor-client privilege is asserted, the asserting party will provide a list of all documents for which the privilege is claimed.

3. The Anglican Entities are not required to give up possession of their original documents to the Commission. They are required to compile all relevant documents in an organized manner for review by the Commission and to provide access to their archives for the Commission to carry out its mandate. Provision of documents does not require provision of original documents. Originals or true copies may be provided or originals may be provided temporarily for copying purposes if the original documents are not to be housed with the Commission.

4. Each Anglican Entity shall bear the costs of the provision of documents. If requested by the party providing the documents, the costs of copying, scanning, digitalizing, or otherwise reproducing the documents will be borne by the Commission.

5. The Commission may refer to the National Administration Committee, ("NAC") as empowered by section 4.11(12)(j) of the Indian Residential Schools Settlement Agreement dated ● , the determination of disputes involving document production, document disposal and archiving, contents of the Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.

6. The NAC may review and determine the reference made to the Commission pursuant to section 5 or may refer the reference to any one of the Courts for a *de novo* determination.

7. Where the NAC makes a decision under section 6, the Anglican Entities, as of right, may apply to any one of the Courts for a *de novo* determination.

SCHEDULE E

SECTIONS OF IRSSA INCORPORATED BY REFERENCE

ARTICLE FOUR
IMPLEMENTATION OF THIS AGREEMENT

4.01 Class Actions

The Parties agree that all existing class action statements of claim and representative actions, except the Cloud Class Action, filed against Canada in relation to Indian Residential Schools in any court in any Canadian jurisdiction except the Federal Court of Canada (the "original claims") will be merged into a uniform omnibus Statement of Claim in each jurisdiction (the "Class Actions"). The omnibus Statement of Claim will name all plaintiffs named in the original claims and will name as Defendants, Canada and the Church Organizations.

4.05 Consent Certification

(1) The Parties agree that concurrent with the applications referred to in Section 4.03, applications will be brought in each of the Courts for consent certification of each of the Class Actions for the purposes of Settlement in accordance with the terms of the Agreement.

(2) Consent certification will be sought on the express condition that each of the Courts, pursuant to the applications for consent certification under Section 4.05(1), certify on the same terms and conditions; including the terms and conditions set out in Section 4.06 save and except for the variations in class and subclass membership set out in Sections 4.02 and 4.04 of this Agreement.

4.06 Approval Orders

Approval Orders will be sought:

(a) incorporating by reference this Agreement in its entirety.

(b) ordering and declaring that such orders are binding on all Class Members, including Persons Under Disability, unless they opt out or are deemed to have opted out on or before the expiry of the Opt Out Periods.

(c) ordering and declaring that on the expiry of the Opt Out Periods all pending actions of all Class Members, other than the Class Actions, relating to Indian Residential Schools, which have been filed in any court in any Canadian jurisdiction against Canada or the Church Organizations, except for any pending actions in Quebec which have not been voluntarily

discontinued by the expiry of the Opt Out Period**,** will be deemed to be dismissed without costs unless the individual has opted out, or is deemed to have opted out on or before the expiry of the Opt Out Periods.

(d) ordering and declaring that on the expiry of the Opt Out Periods all class members, unless they have opted out or are deemed to have opted out on or before the expiry of the Opt Out Periods, have released each of the defendants and Other Released Church Organizations from any and all actions they have, may have had or in the future may acquire against any of the defendants and Other Released Church Organizations arising in relation to an Indian Residential School or the operation generally of Indian Residential Schools.

(e) ordering and declaring that in the event the number of Eligible CEP Recipients opting out or deemed to have opted out under the Approval Orders exceeds five thousand (5000), this Agreement will be rendered void and the Approval Orders set aside in their entirety subject only to the right of Canada, in its sole discretion, to waive compliance with Section 4.14 of this Agreement.

(f) ordering and declaring that on the expiration of the Opt Out Periods all Class Members who have not opted out have agreed that they will not make any claim arising from or in relation to an Indian Residential School or the operation generally of Indian Residential Schools against any person who may in turn claim against any of the defendants or Other Released Church Organizations.

(g) ordering and declaring that the obligations assumed by the defendants under this Agreement are in full and final satisfaction of all claims arising from or in relation to an Indian Residential School or the operation of Indian Residential Schools of the Class Members and that the Approval Orders are the sole recourse on account of any and all claims referred to therein.

(h) ordering and declaring that the fees and disbursements of all counsel participating in this Agreement are to be approved by the Courts on the basis provided in Articles Four (4) and Thirteen (13) of this Agreement, except that the fees and disbursements of the NCC and the IAP Working Group will be paid in any event.

(i) ordering and declaring that notwithstanding Section 4.06(c), (d) and (f), a Class Member who as of the fifth anniversary of the Implementation Date had never commenced an action other than a class action in relation to an Indian Residential School or the operation of Indian Residential Schools, participated in a Pilot Project, applied to the DR Model, or applied to the IAP, may commence an action for any of the Continuing Claims within

the jurisdiction of the court in which the action is commenced. For greater certainty, the rules, procedures and standards of the IAP are not applicable to such actions.

(j) ordering and declaring that where an action permitted by Section 4.06(i) is brought, the deemed release set out in Section 11.01 is amended to the extent necessary to permit the action to proceed only with respect to Continuing Claims.

(k) ordering and declaring that for an action brought under Section 4.06(i) all limitations periods will be tolled and any defences based on laches or delay will not be asserted by the Paries with regard to a period of five years from the Implementation Date.

ARTICLE SEVEN
TRUTH AND RECONCILIATION AND COMMEMORATION

7.01 Truth and Reconciliation

(2) The Truth and Reconciliation Commission may refer to the NAC for determination of disputes involving document production, document disposal and archiving, contents of the Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.

(3) Where the NAC makes a decision in respect of a dispute or disagreement that arises in respect of the Truth and Reconciliation Commission as contemplated in Section 7.01(2), either or both the Church Organization and Canada may apply to any one of the Courts for a hearing *de novo*.

ARTICLE ELEVEN
RELEASES

11.03 Claims by Opt Outs and Others

If any person not bound by this Agreement claims over or brings a third party claim, makes any claim or demand or takes any action or proceeding against any defendant named in the Class Actions or the Cloud Class Action arising in relation to an Indian Residential School or the operation of Indian Residential Schools, no amount payable by any defendant named in the Class Actions or the Cloud Class Action to that person will be paid out of the Designated Amount Fund.

ARTICLE THIRTEEN
LEGAL FEES

13.02 Negotiation Fees (July 2005 – November 20, 2005)

(1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, who attended the settlement negotiations beginning July 2005 leading to the Agreement in Principle for time spent up to the date of the Agreement in Principle in respect of the settlement negotiations at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable except that no amount is payable under this Section 13.02(1) for fees previously paid directly by OIRSRC.

(2) All legal fees payable under Section 13.02(1) will be paid no later than 60 days after the Implementation Date.

13.03 Fees to Complete Settlement Agreement (November 20, 2005 – Execution of Settlement Agreement)

(1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, for time spent between November 20, 2005 and the date of execution of this Agreement in respect of finalizing this Agreement at each lawyer's normal hourly rate, plus reasonable disbursements and GST and PST, if applicable except that no amount is payable under Section 13.02(1) for fees previously paid directly by OIRSRC.

(2) No fees will be payable under Section 13.03(1) for any work compensated under Section 13.04 of this Agreement.

(3) All legal fees payable under Section 13.03(1) will be paid no later than 60 days after the Implementation Date.

13.10 NCC Fees

(1) Canada will pay members of the NCC fees based upon reasonable hourly rates and reasonable disbursements, but such fees will not include any fee for the Government of Canada, or the Church Organizations.

(2) Subject to Section 13.10(4), any fees referred to in Section 13.10(1) and accrued after April 1, 2006 will be subject to a maximum operating budget of sixty-thousand dollars ($60,000.00) per month.

(3) Notwithstanding Section 13.10(2) and subject to Section 13.10(4), the NCC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars ($15,000.00).

(4) The maximum operating budget referred to in Section 13.10(1) and the maximum additional funding in exceptional circumstances referred to in Section 13.10(3) will be reviewed and reassessed by Canada on July 1, 2006 and the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.

(5) Counsel who is designated by the NCC as counsel having carriage in respect of drafting, consent certification and approval of the settlement will be paid their normal hourly rates and reasonable disbursements to be billed by Counsel and paid by Canada on an ongoing basis. Such fees and disbursements are not subject to the maximum operating budget referred to in paragraph 13.10(2).

(6) Other counsel who appear in court, if designated by the NCC and approved by Canada, will be paid an appearance fee of two thousand dollars ($2,000) per diem. Such fees are not subject to the maximum operating budget referred to in paragraph 13.10(2).

(7) The NCC, and counsel appointed on behalf of the NCC, will submit their accounts to the OIRSRC for payment, and will be paid within 60 days of such submission.

(8) The NCC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

13.11 NAC Fees

(1) Members of the NAC will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.11(2) of this Agreement except the representatives for Canada or the Church Organizations, who will not be compensated under this Agreement.

(2) Subject to Section 13.11(4), any fees referred to in Section 13.10(1) will be subject to a maximum operating budget of sixty-thousand dollars ($60,000.00) per month.

(3) Notwithstanding Section 13.11(2) and subject to Section 13.11(4), the NAC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars ($15,000.00).

(4) The maximum operating budget referred to in Section 13.11(2) and the maximum additional funding in exceptional circumstances referred to in Section 13.11(3) will be reviewed and reassessed by Canada on the first day of the first month after the Implementation Date and on the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.

(5) The NAC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

ARTICLE FIFTEEN
TRANSITION PROVISIONS

15.01 No Prejudice

The parties agree that the no prejudice commitment set out in the letter of the Deputy Minister of the OIRSRC dated July, 2005, and attached as Schedule "R" means that following theImplementation Date:

(3) Following the coming into force of the Approval Orders, at the request of an Eligible IAP Claimant whose IRS abuse claim was settled by Canada without contribution from a Catholic Entity set out in Schedule "C" of this Agreement, such settlement having been for an amount representing a fixed reduction from the assessed Compensation, Canada will pay the balance of the assessed compensation to the Eligible IAP Claimant. Provided, however, that no amount will be paid to an Eligible IAP Claimant pursuant to this section until the Eligible IAP Claimant agrees to accept such amount in full and final satisfaction of his or her claim against a Catholic entity set out in Schedule "C" of this Agreement, and to release them by executing a release substantially in the form of the release referred to in Section 11.02 of this Agreement.

SECTIONS OF INDEPENDENT ASSESSMENT PROCESS SCHEDULE D TO THE IRSSA INCORPORATED BY REFERENCE

APPENDIX II: ACCEPTANCE OF APPLICATION (Schedule D page 19)

iii. On admitting the claim to the IAP, the Secretariat shall forward a copy of the application to the Government and to a church entity which is a party to the Class Action Judgments and was involved in the IRS from which the claim arises.

- A church entity may waive its right to receive applications for all claims, or for defined classes of claims, by notice in writing to the Secretariat, and may amend or withdraw such waiver at any time by notice in writing.

iv. The following conditions apply to the provision of the application to the Government or a church entity:

- The application will only be shared with those who need to see it to assist the Government with its defence, or to assist the church entities with their ability to defend the claim or in connection with their insurance coverage;
- If information from the application is to be shared with an alleged perpetrator, only relevant information about allegations of abuse by that person will be shared, and the individual will not be provided with the Claimant's address or the address of any witness named in the application form, nor with any information from the form concerning the effects of the alleged abuse on the Claimant, unless the Claimant asks that this be provided to the alleged perpetrator;
- Each person with whom the application is shared, including counsel for any party, must agree to respect its confidentiality. Church entities will use their best efforts to secure the same commitment from any insurer with whom it is obliged to share the application;
- Copies will be made only where absolutely necessary, and all copies other than those held by the Government will be destroyed on the conclusion of the matter, unless the Claimant asks that others retain a copy, or unless counsel for a party is required to retain such copy to comply with his or her professional obligations.

APPENDIX III: INVOLVEMENT OF ALLEGED PERPETRATORS (Schedule D page 21)

i. The defendants will attempt to locate the alleged perpetrator to invite them to the hearing. If the alleged perpetrator is dead, cannot be located, or declines to attend, the hearing may still occur.

APPENDIX IV: INFORMATION COLLECTION; SETTING HEARING DATE; ATTENDANCE AND PARTICIPATION AT HEARING (Schedule D page 23)

i. The defendants will collect and submit their documents to the Secretariat.

vii. Given the non-adversarial nature of this IAP and the neutral, inquisitorial role played by the adjudicators under it, as well as the need to respect the safety of the Claimant, neither an alleged perpetrator nor counsel for an alleged perpetrator may attend while the Claimant gives evidence, without the Claimant's advance consent. Where counsel for a church entity also acts for an alleged perpetrator, this means that they may not attend the hearing while the Claimant gives evidence without the Claimant's advance consent. Government representatives may always attend this part of the hearing, as may representatives of church entities who are parties to the Class Action Judgments except their counsel if he or she is also acting for an alleged perpetrator in the case.

APPENDIX X: THE USE OF EXTRA-CURIAL KNOWLEDGE BY ADJUDICATORS

INTRODUCTION

A number of issues will arise concerning the ability of adjudicators to make use of information obtained or known beyond that provided by the parties in each individual case. There are several aspects to this matter:

-use of background information and/or personal knowledge, for example on

-schools
-child abuse and its impacts
-the residential school system

-carry-forward of information from hearing to hearing, for example on

-alleged perpetrators and the *modus operandi* of proven perpetrators
-conditions at a school
-credibility findings

-use of precedents from other adjudicators

-ability of adjudicators to confer

The approach to be taken to these issues is set out below, by reference to the source of the information in question.

1. Orientation Materials Provided to Adjudicators

Adjudicators will be supplied with orientation materials on the residential school system and its operations, as well as on child abuse and its impacts.

If any of the orientation materials are specifically identified as containing uncontested facts or opinions, they may be used as follows:

> Adjudicators are expected to inform themselves from this material. They may use it to question witnesses, but also to make findings of fact and to support inferences from evidence they find credible, for example to conclude that trauma of a certain kind can be expected to flow from a sexual assault on a child. These latter uses of this information are justified by the fact that representatives of all interests have agreed to its inclusion in the orientation materials for this use, and all participants in a hearing will have access to the orientation materials.
>
> Wherever possible the adjudicator should use the information at the hearing to formulate questions to any witnesses who may be able to comment on it, or whose testimony it may contradict, support, or help explain. Where this is not possible, the proposed use in reaching a decision should be identified to the parties at the hearing to give them a chance to comment on it in their submissions, but so doing is not a condition precedent to the proposed use.
>
> Where the material is used in coming to a finding of fact, or drawing an inference, it should be cited and its relevance and the rationale for its use set out in the decision.

Where orientation information provided to adjudicators does not represent uncontested facts or opinions, it may be used by adjudicators as follows:

> Adjudicators may use this category of orientation materials as a basis for questioning witnesses, or testing the evidence, but may not rely on it as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

2. Personal Knowledge of Abuse and its Impacts

Some adjudicators may bring to the job an extensive background in dealing with child abuse, or may receive information on child abuse and its impacts at training sessions or continuing education programs, or through their own reading or research.

The approach to the use of this kind of information is as follows:

> Adjudicators may use their personal knowledge, training they have received, or general educational materials, as a basis for questioning witnesses, or testing the evidence, but may not rely on them as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

3. Document Collections

Adjudicators will be provided with Canada's, and potentially a church's, document collection on each school for which they are holding hearings. This material will also be available to Claimants and their counsel.

The approach to the use of this kind of information is as follows:

> Adjudicators are expected to inform themselves from this material, which may be used as a basis for findings of fact or credibility. Where any of it is so used by adjudicators, it must be cited and its relevance and the rationale for use set out in the report.
> Because this information is specific to the school in question and is provided in advance, it is expected that adjudicators will be familiar with it before starting a hearing to which it is relevant. Given this, before relying on specific documents to help decide a given case, the adjudicator should seek the consent of the parties, or put the relevant extracts to any witnesses who may be able to comment on them, or whose testimony they may contradict or support. Where there are no such witnesses, or where one or more parties contest the use of the documents, the adjudicator may still use them in his or her decision, but wherever possible should advise the parties of the proposed use of the document so that they may address it in their submissions.

4. Previous findings

Adjudicators will hear evidence about, and make findings of fact about, the operations of various schools, their layouts, the conditions that pertained in them, the acts and knowledge of adult employees, and where an individual is found to have committed a number of assaults in a particular way, their *modus operandi*.

The approach to the use of this kind of information is as follows:

> Adjudicators must treat each individual's claim as a unique claim to be determined on the evidence presented, plus information expressly permitted to be used according to the guidelines agreed to for this process. They may not carry forward, much less be bound by, previous findings they have made, including findings of credibility.
>
> They may, though, use information from previous hearings to inquire about possible admissions, or failing that, to question witnesses. This ability to bring forward information from previous hearings for these specific purposes flows from the fact that this IAP is not a party-controlled adversarial process. Instead, the inquisitorial model is being used to have adjudicators inquire into what happened, using their skills and judgment to question witnesses to determine the facts.
>
> While it would not be fair to base a decision on evidence from a previous hearing, since some or all of the parties would not know its context, and would be unable to challenge its reliability, it is also not appropriate to insist that adjudicators act as if each case were their first one. Their job requires them to test evidence and determine what happened. While they cannot call witnesses, it is their duty to question them, and they must be free to pose questions and follow lines of inquiry

they believe to be relevant. Whether that belief flows from common sense, instinct, or something heard at another hearing, it is appropriate as a basis of inquiry, although, in the absence of an admission, not as evidence.

5. Stare decisis

Although reasons will be issued in each case, the IAP will not operate on the basis of binding precedent. All adjudicators are of equal authority, and should not consider themselves bound by each other's previous decisions. Through conferencing, adjudicators may come to a common interpretation of certain procedural issues, but each case must be determined on its own merits.

SECTIONS OF MANDATE FOR THE TRUTH AND RECONCITILIATION COMMISSION, SCHEDULE N TO THE IRSSA, INCORPORATED BY REFERENCE

10. **Events**

There are three essential event components to the Truth and Reconciliation Commission: National Events, Community Events and Individual Statement-Taking/Truth Sharing. The Truth and Reconciliation process will be concluded with a final Closing Ceremony.

(A) **National Events**

The national events are a mechanism through which the truth and reconciliation process will engage the Canadian public and provide education about the IRS system, the experience of former students and their families, and the ongoing legacies of the institutions.

National events should include the following common components:

(k) participation of high level government and church officials;

(B) **Community Events**

It is intended that the community events will be designed by communities and respond to the needs of the former students, their families and those affected by the IRS legacy including the special needs of those communities where Indian Residential Schools were located.

The community events are for the purpose of:

(c) involving church, former school employees and government officials in the reconciliation process, if requested by communities;

(f) allowing for the participation from high level government and church officials, if requested by communities;

(D) **Closing Ceremony**

The Commission shall hold a closing ceremony at the end of its mandate to recognize the significance of all events over the life of the Commission. The closing ceremony shall have the participation of high level church and government officials.

14. **Budget and Resources**

Institutional parties shall bear the cost of participation and attendance in Commission events and community events, as well as provision of documents. If requested by the party providing the documents, the costs of copying, scanning, digitalizing, or otherwise reproducing the documents will be borne by the Commission.

SCHEDULE F

NOTICE INFORMATION FOR ANGLICAN ENTITIES
(other than The General Synod, The Missionary Society and the Corporation)

Name of Entity		Address of giving notice
1.	Diocese of Algoma	PO Box 1168 Sault Ste Marie, ON P6A 5N7
2.	Diocese of Arctic	Synod Office PO Box 190 Yellowknife, NT X1A 2N2
3.	Diocese of Athabasca	PO Box 6868 Peace River, AB T8S 1S6
4.	Diocese of Brandon	PO Box 21009 RPO West End Brandon, MB R7B 3W8
5.	Diocese of British Columbia	900 Vancouver Street Victoria, BC V8V 3V7
6.	Diocese of Caledonia	PO Box 278 Prince Rupert, BC V8J 3P6
7.	Diocese of Calgary	Synod Office 560 – 1207 11 Avenue, SW Calgary, AB T3C 0M5
8.	Diocese of Cariboo	P.O. Box 1979 100 Mile House British Columbia, V0K 2E0
9.	Anglican Parishes of the Central Interior	PO Box 1979 100 Mile House, BC V0K 2E0
10.	Diocese of Central Newfoundland	34 Fraser Road Gander, NL A1V 2E8
11.	Diocese of Eastern Newfoundland & Labrador	19 King's Bridge Road St John’s, NL A1C 3K4
12.	Diocese of Edmonton	10035 103 Street Edmonton, AB T5J 0X5

Name of Entity	Address of giving notice
13. Diocese of Fredericton	115 Church Street Fredericton, NB E3B 4C8
14. Diocese of Huron	190 Queens Avenue London, ON N6A 6H7
15. Diocese of Keewatin	915 Ottawa Street Keewatin, ON P0X 1C0
16. Diocese of Kootenay	1876 Richter Street Kelowna, BC V1Y 2M9
17. Diocese of Montreal	1444 Union Avenue Montreal, QC H3A 2B8
18. Diocese of Moosonee	PO Box 841 Schumacher, ON P0N 1G0
19. Diocese of New Westminster	580 – 401 West Georgia Street Vancouver, BC V6B 5A1
20. Diocese of Niagara	Cathedral Place 252 James Street, North Hamilton, ON L8R 2L3
21. Diocese of Nova Scotia & Prince Edward Island	5732 College Street Halifax, NS B3H 1X3
22. Diocese of Ontario	90 Johnson Street Kingston, ON K7L 1X7
23. Diocese of Ottawa	71 Bronson Avenue Ottawa, ON K1R 6G6
24. Diocese of Qu'Appelle	1501 College Avenue Regina, SK S4P 1B8
25. Diocese of Quebec	31 rue des Jardins Quebec, QC G1R 4L6
26. Diocese of Rupert's Land	935 Nesbitt Bay Winnipeg, MB R3T 1W6

Name of Entity	Address of giving notice
27. Diocese of Saskatchewan	1308 5th Avenue, East Prince Albert, SK S6V 2H7
28. Diocese of Saskatoon	PO Box 1965 Saskatoon, SK S7K 3S5
29. Diocese of Toronto	135 Adelaide Street, East Toronto, ON M5C 1L8
30. Diocese of Western Newfoundland	Anglican Diocesan Centre 25 Main Street Corner Brook, NL A2H 1C2
31. Diocese of Yukon	Synod Office PO Box 31136 RPO Whitehorse, YT Y1A 5P7

SETTLEMENT AGREEMENT

THIS AGREEMENT ENTERED INTO THIS _____DAY OF _____, 2006

Between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY
THE MINISTER RESPONSIBLE FOR THE OFFICE OF
INDIAN RESIDENTIAL SCHOOLS RESOLUTION OF CANADA
(hereinafter referred to as the "Government")

and

THE CATHOLIC ENTITIES NAMED IN SCHEDULE A
(hereinafter referred to as the "Catholic Entities")

and

EPISCOPAL CORPORATION OF SASKATOON

and

THE ● CORPORATION (name to be identified)

WHEREAS the Government and certain Catholic Entities participated in developing and operating residential schools for Aboriginal children in Canada;

AND WHEREAS representatives of the Government and the Catholic Entities are parties to an Agreement in Principle amongst themselves, plaintiffs, the AFN and certain other religious denominations, dated November 20, 2005 in which the Catholic Entities have agreed to enter into a final settlement agreement to give effect to the Agreement in Principle and the Memorandum of Understanding between themselves of the same date;

AND WHEREAS former residential school students have alleged abuse and other wrongs against the Government and certain of the Catholic Entities;

AND WHEREAS the Government and the Catholic Entities recognize that court proceedings can be adversarial, lengthy and costly and often not the best way to resolve abuse claims;

AND WHEREAS the parties desire a fair, comprehensive and lasting resolution of the legacy of Indian Residential Schools directed to, among other things, healing and reconciliation;

AND WHEREAS the Government and the Catholic Entities have been and

remain committed to working jointly with Claimants to assist in their healing and reconciliation and to employ fair, safe, effective and timely processes to validate and resolve IRS Abuse Claims, which processes will seek to avoid causing additional trauma for Claimants while also protecting the reputations of those named as abusers from unfounded allegations;

AND WHEREAS the Government recognizes the importance of enabling the continuing contribution of the Catholic Entities in Canadian society and through this Agreement supports their ongoing viability;

THIS MEMORANDUM WITNESSETH:

PART I: DEFINITIONS

1.1 The following definitions apply throughout this Agreement, and, unless specifically defined therein, in any subsequent documents entered into in furtherance of its objectives:

"Aboriginal Healing Foundation" or "AHF" means the non-profit corporation established under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32 to address the healing needs of Aboriginal people affected by Indian Residential Schools.

"Agreement", "hereto", "herein", and similar expressions refer to this Agreement and any amendments thereto, and include all schedules attached to this Agreement.

"Agreement in Principle" means the agreement signed on November 20th, 2005 between the Government as represented by The Hon. Frank Iacobucci, IRS plaintiffs, the AFN, certain Catholic Entities, other religious denominations, and others.

"Approval Orders" means the judgments or orders of the courts certifying the Class Actions and approving the Indian Residential Schools Settlement Agreement pursuant to the applicable class proceedings legislation or the common law.

"Assembly of First Nations" or "AFN" means the national representative organization of the First Nations in Canada created by Charter of its members in 1985.

"Catholic Entity" means any one of the entities set out in Schedule A hereto.

"Catholic Entities" means the entities set out in Schedule A hereto.

"Claimant" means an individual who is entitled to make a claim under the Dispute Resolution Model or Independent Assessment Process established under the Indian Residential Schools Settlement Agreement or a former student of an IRS or other person who has opted out of the Settlement Agreement and has made an IRS Abuse Claim.

"Compensation" means damages, Costs and interest as awarded or agreed upon payable to a Claimant in an IRS Abuse Claim.

"Corporation" means the corporation established by the Catholic Entities pursuant to this Agreement, such corporation to be operated and to act in accordance with this Agreement.

"Costs" means assessed costs, agreed upon costs or DRM or IAP costs, payable to a Claimant in an IRS Abuse Claim.

"Dispute Resolution Model" or "DRM" means the out of court process for the resolution of IRS Abuse Claims announced by the Minister Responsible for Indian Residential Schools Canada on November 6, 2003, as amended from time to time.

"Government" means the Government of Canada.

"Independent Assessment Process" or "IAP" means the process for validating and providing compensation for certain proven abuse claims as set out in Schedule B to the Agreement in Principle, as modified by the Approval Orders or thereafter in accordance with a procedure approved by those judgments.

"IAP Claim" means a claim resolved through the IAP established by the Approval Orders.

"Indian Residential School" or "IRS" means one or more of the Indian Residential Schools set out in Schedule E or F to the Indian Residential Schools Settlement Agreement, and any other school added to such list pursuant to the process set out in the aforesaid Settlement Agreement at which any of the Catholic Entities had a presence or was otherwise associated with such school, or within whose territorial jurisdiction such school operated.

"Indian Residential Schools Settlement Agreement" or "IRSSA" means the Settlement Agreement dated ● , 2006, (made between Canada, certain Plaintiffs, as represented by the National Consortium, the Merchant Law Group and independent counsel; the AFN; Inuit representatives, and the Church Organizations as defined in the IRSSA) as approved by the Approval Orders.

"In-Kind Services" includes In-Kind Services, contributions, commitments or

programs as the context may require.

"IRS Abuse Claim" means a continuing claim as defined for the IAP, or outside of the IAP, means a claim for Compensation for the mistreatment or neglect of a child arising from, or connected to, the operation of an Indian Residential School, other than a claim arising from the alleged loss or diminution of aboriginal language or culture (which is a continuing claim as defined for the IAP) that is founded on:

> one or more intentional torts such as physical or sexual assault, forcible confinement or the intentional infliction of mental suffering where the Government or a Catholic Entity has or accepts vicarious liability;
>
> negligence or breach of fiduciary duty where the Government or a Catholic Entity has or accepts any part of the legal responsibility;
>
> any other head of liability recognized by the courts as of the date this Agreement comes into force, where the Government or a Catholic Entity has or accepts any part of the legal responsibility.

"Other Catholic Entity" means:

> a) one or more of the Jesuit Fathers of Upper Canada, the Roman Catholic Episcopal Corporation for the Diocese of Sault Ste. Marie in Ontario Canada, or the Daughters of Mary, all of whom are not parties to this Agreement but are parties to an agreement with the Government dated May 10, 2004 that provides, int*er alia*, for the payment of Compensation, which payments have been paid in full; or
>
> b) the Episcopal Corporation of Saskatoon, which is a party to this Agreement but did not have an IRS located within its territorial boundaries, nor did it provide staff to work in an IRS.

"Other Released Claim" means any claim deemed to have been released pursuant to the Approval Orders.

"Validated Claim" means an IRS Abuse Claim that has been found to be proven:

> by a final decision of a DRM, the IAP, or a court; or
>
> as a result of an assessment conducted by counsel for the Government in accordance with this Agreement, including the principles set out in Section 2.9.

and "Validation" means any of the above methods used to decide if an IRS Abuse

Claim is a Validated Claim.

1.2 For greater certainty, for purposes of this Agreement the definitions in this Agreement prevail over those used in the IRSSA. Where a word or term is capitalized in this Agreement and not herein defined then the definition in the IRSSA applies unless the context requires otherwise.

1.3 The following Schedules are appended to this Agreement and are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement:

Schedule A, List of the Catholic Entities;

Schedule B, The Catholic Healing, Reconciliation and Service Evaluation Committee;

Schedule C, Conditions Under Which Payments are Made From the Corporation to the Aboriginal Healing Foundation ("AHF");

Schedule D, Full and Final Release in Claims by Persons who Opt Out of the IRSSA;

Schedule E, Process for Providing Documents to the Truth And Reconciliation Commission;

Schedule F, Sections of IRSSA incorporated by Reference; and

Schedule G, Name and Address of the Catholic Entities for Giving Notice.

PART 1A
COMING INTO FORCE

1A.1 This Agreement comes into force and will become effective and binding on the parties on the Implementation Date (see Article 1.01 of the IRSSA). For greater certainty, if the IRSSA does not become effective and binding, then this Agreement has no force and effect.

PART II
DEFENCE AND RESOLUTION OF IRS ABUSE CLAIMS

2.1 As long as there is a prospect of settling a claim solely on the basis of the allegations which fall within the definition of an IRS Abuse Claim, it is to be treated as such for the purposes of this Agreement notwithstanding the fact that claims arising from alleged loss or diminution of aboriginal language or culture or other claims falling outside the definition are also being made.

2.2 In this Part, a reference to one or more Catholic Entities means only those Catholic Entities which were associated with the IRS from which a claim arises, or within whose territorial jurisdiction the IRS is or ever was located and is a party to this Agreement.

2.3 It is the Government's intention to defend or resolve all IRS Abuse Claims in which it is a named party. For claims based on intentional torts arising prior to May 14, 1953 the Government will assert immunity if the matter proceeds to trial and will play no role in the defence after a court finds such immunity. The Government will provide written notice of its intention to each Catholic Entity which is a party to these claims not later than 120 days before the start of such trial, and such Catholic Entity will defend the claims or otherwise settle them.

> 2.3.1 The Government agrees to wholly indemnify the Catholic Entity for all Compensation paid to a Claimant pursuant to this Section or Section 4.2.; and
>
> 2.3.2 The Government will further indemnify the Catholic Entity for legal fees and expenses incurred by the Catholic Entity in defending an IRS Abuse Claim based on an intentional tort arising prior to May 14, 1953 for the period of time from and after a court has dismissed the claim against the Government based on Crown immunity to the date of resolution of the claim. The indemnification will be in an amount as agreed between the Government and the Catholic Entity, or as determined in accordance with Part V hereof. In the event of resort to Part V the parties and any Mediator appointed under Section 5.6 shall have regard to the rules, principles and caselaw that would apply in the taxation of a solicitor and own client account in the province or territory where the claim was brought.

2.4 Each Catholic Entity will cooperate in the defence or resolution of all IRS Abuse Claims against it, whether advanced within or outside the IAP, and may elect to participate at its own expense in the defence of any claim, or certain aspects of it, subject to any applicable rules and procedures. In the case of a claim being resolved through the IAP, the Entities' rights to participate and obligations are as set out therein.

2.5 The Government agrees to co-operate with each Catholic Entity to minimize the circumstances in which the Claimant pursues independent causes of action or theories of liability against each Catholic Entity in an IRS Abuse Claim.

2.6 The Government, where requested by a Catholic Entity, shall provide disclosure of and production of relevant files and documents to counsel for that Catholic Entity and its researchers and/or experts, excepting files and documents with respect to which solicitor-client privilege or other lawful privilege applies and is asserted and subject to privacy concerns and legislation. Any information obtained from records pursuant to this Section will be used exclusively for the DRM or IAP processes or for the defence of the IRS Abuse Claim for which the information was sought unless otherwise agreed in writing.

2.7 The Government, the Corporation and each Catholic Entity agree that instructions given to their respective counsel will be consistent with the terms and intent of this Agreement, and further accept and acknowledge that their respective representatives and counsel are instructed by, act for, and represent only their principal.

2.8 The Government and each Catholic Entity will within 60 days of the coming into force of this Agreement withdraw any third party claim or cross claim against each other in IRS Abuse Claims on a reciprocal, without costs basis, other than in a proceeding which includes allegations beyond IRS Abuse Claims, and will refrain from issuing such claims in the proceeding which includes allegations beyond IRS Abuse Claims.

2.9 The provisions of Appendices III and IV of the IAP apply to the collection and submission of documents and to the participation and evidence of an alleged perpetrator in IAP.

2.9A Each Catholic Entity will, upon request by the Government, provide the Government with access to any documents in the possession of the Catholic Entity that could assist with validation of applications for the Common Experience Payment (CEP) as that term is defined in the IRSSA, all at the expense of the Government.

2.10 In litigation, and subject to Appendices III and IV of the IAP, in IAP, where a Catholic Entity elects not to participate in the validation, resolution or defence of IRS Abuse Claims in litigation and, in IAP to the extent that the following provisions apply, the Catholic Entity will at its own expense:

2.10.1 Comply with all reasonable requests from the Government for information during the proceedings;

2.10.2 Provide counsel for the Government and its researchers and/or experts with full access to all relevant files and databases, excepting documents with respect to which solicitor-client privilege or other lawful privilege applies and is asserted. Any information obtained from records pursuant to this section will be used exclusively for the DRM or IAP processes or for the defence of the IRS Abuse Claim, for which the information was sought unless otherwise agreed in writing;

2.10.3 Participate, through a representative, to the extent consistent with its values and traditions in any apologies, reconciliation or closure ceremonies that are agreed to as part of the resolution of an IRS Abuse Claim and, provided the terms of this Agreement have been followed, support the result achieved as if they had been represented by counsel and had defended the Claim. For greater certainty, the Catholic Entity will pay for its own expenses for attendance and participation but not for the ceremony itself;

2.10.4 Provide disclosure and production of relevant documents in its possession or control, and provide witness statements on request;

2.10.5 Attend, as appropriate, at the discovery of their witnesses, and otherwise facilitate the testimony of witnesses within its employ; and

2.10.6 Accommodate a Claimant's reasonable request that a representative of the Catholic Entities attend a hearing while a Claimant is giving evidence or otherwise relating his or her experience at an IRS.

2.11 In IAP, where a Catholic Entity elects not to participate in the validation, resolution or defence of IRS Abuse Claims and subject to Appendix III of the IAP, the Government will:

2.11.1 Provided a witness statement is submitted in advance, or the individual provides a full interview to the Government, the Government will pay the reasonable travel and accommodation costs of a member, employee or former employee of a Catholic Entity to appear at a DRM or an IAP hearing. In other proceedings involving IRS Abuse Claims, the Government will only be responsible for any expense related to the participation of the member, employee or former employee of a Catholic Entity where the Government requires the participation of such member, employee or former employee; and

2.11.2 The Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement.

2.12 Each Catholic Entity will provide documents to the Truth and Reconciliation Commission in accordance with Schedule "E".

2.13 IRS Abuse Claims brought outside the IAP will be settled only where the standard of proof utilized by the courts for matters of like seriousness has been met. Settlement offers will be based on evidentiary considerations and legal principles. IAP Claims shall be settled in accordance with its terms and conditions.

2.13.1 Where a Catholic Entity advises the Government in writing that it wishes to be consulted before the Government settles an IAP claim without holding a hearing, the Government will consult with the Catholic Entity provided that within two weeks of notification the Catholic Entity commits to a reasonable timetable and process for consultation.

2.14 Where a trial is held in a matter arising under the IAP, neither the Government nor a Catholic Entity will rely upon the defence of limitations or the doctrine of laches or other defence not going to the merits. This section does not apply to claims by a plaintiff who has opted out of the IRSSA.

2.14.1 Where an opt-out claim can be settled, the Government and the affected Catholic Entity agree that it will be resolved without regard to possible defences

which do not go to the merits, such as limitations or laches. Should such a claim proceed to trial, Crown immunity, where applicable, will be asserted by the Government, and the Catholic Entity will be free to determine the defences it will assert.

2.15 Where a Catholic Entity makes a request in writing the Government will, in a timely manner, provide the Catholic Entity, or its designated representative, with copies of IRS Statements of Claim served on the Government, and copies of Notices of Examinations it serves on IRS Claimants, in order to facilitate informed decisions about potential participation by that Catholic Entity.

2.16 Where IRS Abuse Claims are being advanced in litigation, the Government and the Catholic Entities will each notify the other of any settlement overtures from claimants.

2.17 Where a Catholic Entity receives from the IAP Secretariat a copy of Claimant's IAP application or receives from the Government a copy of an application to the DRM, the Catholic Entity agrees to be bound by trust conditions imposed on it with respect to confidentiality or, if it does not so agree in one or more instances, to return the document(s) without copying, reading or making use of it in any way.

2.18 Releases by Class Members, Cloud Class Members and Non-resident Claimants are as provided for in the IRSSA, specifically Articles 4.06, 11.01, 11.02 and Schedule P, and the Approval Orders. As part of any resolution of a claim brought by any person not bound by the IRSSA arising out of or in relation to an Indian Residential School or the operation generally of Indian Residential Schools, the Government will concurrently secure from the claimant a dismissal of the claim and release for itself and the affected Catholic Entity from any and all past, present and future claims, whether or not now known to or existing at law, arising from or connected to, directly or indirectly, an Indian Residential School.

2.18.1 The release by a person not bound by the IRSSA shall be in the form attached as Schedule D.

2.19 Each Catholic Entity, the Corporation and Canada agree that they will bring no action or claim whatsoever against the other or its counsel related in any way to the validation, resolution or defence of any DRM, IAP or opt-out claim, and agree that this section shall operate as a full and complete defence to any such claim and that each of them shall be barred from recovering as against the other any and all amounts claimed by way of damages, interest, costs or expenses in any way related to such claims. The parties further agree to indemnify each other for any and all costs, expenses and damages suffered by each of them as a result of such action or claim being brought against the other or its counsel by them.

2.20 Section 2.19 does not operate to prevent the Government, the Corporation or a Catholic Entity from taking an action to enforce the provisions of this Agreement.

PART III:
HEALING AND RECONCILIATION AND FINANCIAL COMMITMENTS

3.1 The Catholic Entities will establish a not for profit corporation for healing and reconciliation for the exclusive purpose of implementing and carrying out the financial and In-Kind Services provided for in this Agreement and, subject to approval by the Government of its articles of incorporation, will have established the Corporation before the execution of this Agreement. The Corporation shall provide the Government with its constating documents and bylaws upon incorporation, and as amended from time to time, and with financial statements on its operations no later than 120 days following the end of each fiscal year until the financial and service commitments provided for by this Agreement and the Settlement Agreement are fulfilled.

3.1.1 The Government shall have the right to review and approve the articles of incorporation of the Corporation prior to incorporation.

3.2 The Corporation shall maintain segregated funds, accounts and records for each of the below listed $29,000,000 cash contribution, $25,000,000 In-Kind Services, and the funds raised in the Canada-wide fund raising campaign**.**

3.3 Each Catholic Entity and the Episcopal Corporation of Saskatoon agrees to pay or transfer to the Corporation for use in accordance with this Agreement the amount of money specified in a confidential list provided to the Deputy Minister, IRSRC. The list shall include amounts and a payment schedule for each Entity ("the Payment List"). The total of such individual commitments shall be $29,000,000, less the aggregate amount paid by one or more of the Catholic Entities or Other Catholic Entity for IRS Abuse Claim Compensation as of the date this Agreement comes into force (the "Net Amount").

3.3.1 Within 60 days of this Agreement coming into force the Government and each Catholic Entity and Other Catholic Entity shall agree upon the amount that has been paid by the latter for IRS Abuse Claims. The amount remaining payable by each Catholic Entity as set out in the Payment List shall be secured by a promissory note and consent to judgment by that Catholic Entity in favour of the Corporation. The aggregate amount of all promissory notes and consents to judgment shall be the Net Amount. The promissory notes and consents to judgment shall be held by the Corporation in trust to be used only in the event of default, and then only as against an Entity in default.

3.3.2 Each Catholic Entity shall pay its share of the Net Amount as shown on the Payment List within a five year period commencing the day following the coming into force of this Agreement or such earlier date as may be agreed to by the parties. In no case shall the annual contribution to the Corporation by any Catholic Entity be less than 20% of that Entity's share of the net amount. The

annual instalment shall be paid by each entity to the Corporation no later than March 31st of the year in which it is due. All payments are subject to verification and audit by a duly qualified person appointed by the Government.

3.4 The Corporation shall pay monies deposited with it pursuant to section 3.3 to the Aboriginal Healing Foundation ("AHF") in accordance with Schedule C or in accordance with Schedule B under the exception set out in section 4 of Schedule C.

3.5 Each Catholic Entity and the Episcopal Corporation of Saskatoon shall provide In-Kind Services as set forth in a confidential list ("the In-Kind Services List"), such list to be provided by the Corporation to the Deputy Minister, IRSRC.

3.5.1 The List shall include the value and a delivery schedule for each Entity. The total of the In-Kind Services by the Catholic Entities in the aggregate shall be $25,000,000 contributed over ten years toward healing and reconciliation for former IRS students, and their families and communities.

3.6 The determination of qualifying In-Kind Services shall be made in accordance with Schedule B. Subject to the exception set out in Schedule B, article 10, the ten year period will commence the day following the coming into force of this Agreement. A minimum of $2,500,000 In-Kind Services shall be made each year for the ten year period or until the In-Kind Services contributions total $25,000,000, whichever comes earlier.

3.6.1 No Catholic Entity shall be liable for more than its scheduled value of In-Kind Services as set out in the In-Kind Services List. In-Kind Services are subject to verification of delivery and compliance with Schedule B and audit.

3.7 Each Catholic Entity shall provide a promissory note and consent to judgment to the Corporation to secure the amount of its In-Kind Services. The promissory notes and consents to judgment shall be held by the Corporation in trust to be used only in the event of default, and then only as against the defaulting entity.

3.8 The Government is entitled to receive from the Corporation and the Catholic Entities on an annual basis information sufficient to enable the Government to verify performance of the obligations contained in sections 3.3 and 3.5 of this Agreement.

3.8.1 Canada may provide the other Church Organizations with the total amounts determined under 3.3.2 and 3.6 of the Agreement annually so they can determine their own proportionate financial obligations under their respective agreements with the Government.

3.9 Each Catholic Entity and the Corporation further agree to use their best efforts throughout the seven year period following the day after the coming into force of this Agreement to raise $25,000,000 through a Canada-Wide campaign to be established by the Corporation for healing and reconciliation for former IRS students and their families

and communities. The funds to be raised through the Canada-Wide campaign, net of reasonable and necessary administration costs to raise the funds, shall be paid to the Corporation on an annual basis and awarded as grants in accordance with Schedule B.

3.9.1 Best efforts shall be deemed to have been made where the fund-raising campaign demonstrates on a Canada-Wide level in each of the seven years an approach and means that is consistent with the approach and means used by professionally managed national fundraising campaigns, including those operated by universities and hospital foundations.

3.9.2 Each Catholic Entity shall cooperate with the other Catholic Entities and the Corporation with a view to causing the Corporation to perform its obligations under Section 3.9.

3.9.3 No Entity shall be held in default of its obligation as to best efforts or to cooperate in the campaign where, having regard to the campaign as a whole, best efforts have been made.

3.9.4 For greater certainty, not raising $25,000,000 shall not, in itself, be a condition of default.

3.10 The Government is entitled to receive from the Catholic Entities and the Corporation on an annual basis information sufficient to enable the Government to verify that best efforts have been made and the amount of monies raised through the Canada-Wide campaign.

3.10.1 Canada may provide the other Church Organizations with the total amounts raised annually through the Canada-Wide campaign so they can determine their own proportionate financial obligations under their respective agreements with the Government.

3.11 Prior to the coming into force of this Agreement each Catholic Entity shall provide a statutory declaration of a duly authorized officer to satisfy the Government in accordance with accepted standards that it has the ability to meet its obligations under this Agreement.

3.12 So long as contributions made under section 3.3 to the Corporation are kept current as required by this Agreement, interest accruing on the funds held by the Corporation shall be used by the Corporation, first, for the payment of reasonable administration costs of the Corporation, and thereafter in accordance with Schedule B. The interest on any instalment paid to the Corporation before the due date shall be credited to the entity making the payment for the period of time from the date of payment to the due date.

3.12.1 Should the reasonable administration costs exceed the amount of interest on the funds on an annual basis, then the reasonable administration costs of

operating the Corporation may, with the consent in writing of the Government be paid from the capital amount held by the Corporation. The Government may not unreasonably withhold the consent referred to in this Section.

3.13 The occurrence of any of the following events or conditions will be a default by a Catholic Entity:

3.13.1 Failure to fulfill its obligations under Sections 3.3, the first paragraph of 3.5, 3.7 and 3.11 where the default remains outstanding for more than 60 days;

3.13.2 Failure to fulfil its obligations under section 3.9;

3.13.3 Amalgamation with another entity on terms which do not provide that the amalgamated entity assumes the liabilities and obligations of the amalgamating body under this Agreement, the Settlement Agreement and Approval Orders, or becomes insolvent or bankrupt or makes a proposal or files an assignment for the benefit of creditors under the *Bankruptcy and Insolvency Act* or similar legislation in Canada or any other jurisdiction, or ceases doing business, or winds up, unless prior to such amalgamation, insolvency, bankruptcy, winding up, or assignment another Catholic Entity that is solvent and with sufficient funds to satisfy the obligations of the first entity assumes the obligations of such entity under this Agreement.

3.14 In the event of default by a Catholic Entity as defined in Section 3.13, the Corporation shall notify the Government in writing and the Corporation shall take such steps as are reasonable to cause the default by the Catholic Entity to be remedied.

3.15 In addition, with respect to a default under section 3.13.1, the Corporation and Government, as applicable, will have the following rights:

3.15.1 The Corporation is entitled to make such use of a defaulting Entity's promissory note and consent to judgment as it sees fit in order to realize on the amount(s) outstanding from the defaulting Entity, including the right to use, sue, file or register, and execute on the promissory note and consent to judgment;

3.15.2 The Government, in its sole discretion, may require the Corporation to deliver to it the defaulting Catholic Entity's promissory note and consent to judgment and, in such event may make such use of the promissory note and consent to judgment as it sees fit in order to realize on the amount outstanding from the defaulting Entity, including the right to use, sue, file or register, and execute on the promissory note and consent to judgment;

3.15.3 The Government, in its sole discretion, may require the Corporation to take all necessary steps to recover against a defaulting Entity on its promissory note and consent to judgment;

3.15.4 All proceeds recovered pursuant to Sections 3.15.1, 3.15.2, or 3.15.3 shall be applied, firstly, to pay the reasonable expenses related the use, suit, filing or registering or execution on the promissory note and consent to judgment and, secondly, to discharge or satisfy the obligations of the defaulting Entity under this Agreement.

3.16 The occurrence of any of the following events or conditions will be a default by the Corporation:

3.16.1 Breach of its obligations set out in Sections 3.2, 3.4, 3.7, 3.15.2 or 3.15.3 of this Agreement;

3.16.2 Failure to fulfil its obligations under section 3.9; and

3.16.3 Amalgamation with another entity on terms which do not provide that the amalgamated entity assumes the liabilities and obligations of the Corporation under this Agreement, the Settlement Agreement and Class Action Judgments, or becoming insolvent or bankrupt or making a proposal or filing an assignment for the benefit of creditors under the *Bankruptcy and Insolvency Act* or similar legislation in Canada or any other jurisdiction, or ceasing doing business or winding up, unless prior to such amalgamation, insolvency, bankruptcy, winding up, or assignment another corporation that is solvent with sufficient funds to satisfy the obligations of the Corporation assumes the obligations of the Corporation under this Agreement.

3.17 In the event of default by the Corporation, in addition to any other remedies the Government may have by law, the Government may:

3.17.1 Pursue remedies under Part V in an expedited way, and failing resolution under Part V make a summary application to court for a remedial order; or

3.17.2 Appoint a receiver over the Corporation.

3.18 If the provisions of Section 3.3, or 3.5 to 3.7 are not fully complied with, and the Government has taken reasonable steps against a defaulting Entity to execute on the promissory note and consent to judgment as against such Entity and obligations of that Entity remain outstanding, then in addition to any other rights or remedies to which the Government may be entitled by law, or by this Agreement, the Government may declare this Agreement, or, at its sole discretion, any portion thereof, to be void as to the defaulting Catholic Entity by notice in writing to all Catholic Entities and the Corporation or the Government may thereafter apply to court for an order removing the defaulting Catholic Entity in from the deemed releases which arise under the IRSSA. In such case the defaulting Catholic Entity agrees to consent to judgment.

3.19 Notwithstanding Section 3.17.1, where a dispute arises as to whether the obligations of a Catholic Entity or the Corporation set out under Section 3.9 of this Agreement have been met, in addition to remedies under Part V of this Agreement, the Government may at any time refer the matter to the appropriate court on a summary basis. Where the court finds that the Catholic Entity or the Corporation has failed to meet its obligations under Section 3.9, the Government shall consider reasonable proposals from the defaulting Catholic Entity or Corporation, as the case may be, to remedy the default. Remedies may include additional fundraising efforts, In-Kind Services or additional cash. In addition:

> 3.19.1 Where the Government and a defaulting Catholic Entity do not agree on a remedy, the Government may declare this Agreement or, at its sole discretion, any portion thereof to be void as to the defaulting Catholic Entity by notice in writing to all Catholic Entities and the Corporation or the Government may thereafter apply to court for an order removing the defaulting Catholic Entity from the deemed releases which arise under the IRSSA. In such case, the defaulting Catholic Entity agrees to consent to judgment.

3.20 The Sections and Schedules of the Indian Residential Schools Settlement Agreement listed below and reproduced in Schedule F hereto are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement. The Sections and Schedules of the Settlement Agreement incorporated by reference are: selected Definitions in 1.01, 4.01, 4.05, 4.06, 7.01(2), 7.01(3), 11.01, 11.02, 11.03, 13.02, 13.03, 13.10, 13.11, 15.01(3), Schedule D Appendices II page 19 (iii) (iv), III page 21 (i), IV page 23 (i) (vii), X pages 39 to 42, XI pages 43 and 44, Schedule N Article 10A(k), 10B(c)(f), 10D, and Part 14 paragraph 3, Schedule P, all plus definitions from Section 1.01 of the IRSSA such as are necessary to give meaning and effect to the foregoing IRSSA Sections and Schedules.

PART IV
APPORTIONMENT AND PAYMENT OF COMPENSATION

4.1 Where an IRS Abuse Claim is resolved after the coming into force of this Agreement, the Government will pay in full all Compensation payable for such claim, and the Catholic Entities shall bear no responsibility to pay any part of such Compensation.

> 4.1.1 For greater certainty, it is agreed that all Compensation for IRS Abuse Claims paid by a Catholic Entity as of the coming into force of this Agreement shall remain undisturbed, and credited in accordance with Section 3.3.1.

4.2 Notwithstanding Section 4.1, where all or part of the Compensation awarded at a trial for an IRS Abuse Claim relates only to an intentional tort committed prior to May 14, 1953 for which the Crown is immune, any Catholic Entity against whom judgment is rendered shall pay 100% of the Compensation that relates to such intentional tort, and Section 4.1 shall apply only to the balance of such Compensation, if any. The provisions of Sections 2.3 and 4.7 shall apply to the amount of Compensation paid by a Catholic

Entity under this clause so as to indemnify the Catholic Entity in a timely way.

4.3 Following the coming into force of this Agreement, the Government will, at the request of a Claimant whose IRS abuse claim was settled by the Government without contribution from a Catholic Entity which is a party to such claim and is a party to the Approval Orders, such settlement having been for an amount representing a fixed reduction from the assessed Compensation, offer to pay the balance of the assessed Compensation to the Claimant. Provided, however, that no amount shall be paid to a Claimant pursuant to this section until the Claimant agrees to accept such amount in full and final satisfaction of his or her claim against the Catholic Entity and the Government, and to release them.

4.4 The liability of a Catholic Entity for all Compensation for IRS Abuse Claims is discharged by full compliance of its obligations under this Agreement, and that thereafter the Government will not require further monies be paid or In-Kind Services be provided by such Catholic Entity.

> 4.4.1 The Episcopal Corporation of Saskatoon, which did not have an IRS located within its territorial boundaries nor did it provide staff to work in an IRS, is a party to this Agreement for purposes of contributing cash and providing In-Kind Services (in accordance with Sections 3.3 and 3.5 to 3.8, 3.11 and Schedule B hereof) and for complying with the requirements as to documents and witnesses and participation in ceremonies (in accordance with Sections 2.10 and 2.12 hereof). The liability of the Episcopal Corporation of Saskatoon for all Compensation for IRS Abuse Claims is discharged by full compliance of its obligations under this Agreement, and thereafter the Government will not require further monies be paid or In-Kind Services be provided by the Episcopal Corporation of Saskatoon.

4.4A The Jesuit Fathers of Upper Canada, the Roman Catholic Episcopal Corporation for the Diocese of Sault Ste. Marie in Ontario Canada, and the Daughters of Mary, being Other Catholic Entities with an existing agreement with the Government that provides for the payment of Compensation (which is paid up) and who are not parties to this Agreement, shall not receive any benefit or incur obligations pursuant to or arising from this Agreement.

4.5 In the event that the terms of this Agreement are fully complied with then notwithstanding anything to the contrary herein or elsewhere contained, the Government will release and forever discharge each Catholic Entity from any and all causes of action, claims or demands for damages for IRS Abuse Claims or claims included in the Approval Orders. In such event the Government will also agree not to make any claims or demands or commence, maintain or prosecute any action, cause or proceeding for damages, compensation, loss or any other relief whatsoever against any Catholic Entity arising directly or indirectly from any IRS Abuse Claim or other claims included in the IRSSA.

4.6 So long as a Catholic Entity is complying with its obligations under this Agreement, the Government agrees to indemnify and save harmless such Catholic Entity from any and all claims for Compensation payable to a Claimant in an IRS Abuse Claim. If a Catholic Entity is not complying with its obligations under this Agreement, then the Government will not indemnify and save harmless such Catholic Entity for the period of time it is not in compliance.

4.7 Where the Corporation certifies that a Catholic Entity has fully complied with its obligations under Sections 3.3 and 3.5 of this Agreement, and where best efforts have been made to date and the Canada-Wide campaign is successful having regard to other professionally managed national fundraising campaigns, and the Catholic Entity commits to continue its best efforts in the Canada-Wide campaign, the Government shall release and forever discharge that Catholic Entity from any and all causes of actions, claims or demand for damages for IRS Abuse Claims or claims included in the Approval Orders and shall not make any claim or demand or commence, maintain or prosecute any other cause or proceeding for Compensation made against that Catholic Entity in an IRS Abuse Claim.

PART V
RESOLUTION OF DISPUTES CONCERNING THIS AGREEMENT

5.1 The parties to this Agreement share the following objectives in the implementation of the Agreement, namely to:

5.1.1 co-operate with each other to develop harmonious working relationships;

5.1.2 prevent, or, alternatively, to minimize disagreements;

5.1.3 identify disagreements quickly and resolve them in the most expeditious and cost-effective manner; and

5.1.4 resolve disagreements in a non-adversarial, collaborative and informal atmosphere.

5.2 If any dispute arises out of, or has arisen relating to this Agreement, or the breach, validity or interpretation or subject matter thereof, the disputing parties will diligently endeavour to settle the dispute through good faith negotiations.

5.2.1 Section 5.2 does not abrogate the rights set out in Section 3.11, nor the right to seek specific performance as set out in Section 5.8.

5.3 If the disputing parties resolve some, but not all issues in dispute during the course of, or as a result of the negotiations, their rights with respect to the remaining unresolved issues shall remain unaffected by the negotiations in any subsequent proceeding.

5.4 Within sixty (60) days of the execution date of this Agreement the Government and the Catholic Entities collectively**,** shall each appoint one person as their Nominee to an Implementation Steering Committee, for the purpose of overseeing the administration and interpretation of the provisions of this Agreement and shall provide in writing the name of their Nominee to the other. For the purposes of this Part the Government shall be entitled to one Nominee and the Catholic Entities collectively shall be entitled to one Nominee.

5.5 The two Nominees constituting the Implementation Steering Committee shall meet in the Province of Alberta, or otherwise in Canada as agreed, at least once each calendar year during the currency of this Agreement. The purpose of each meeting will be to review performance under this Agreement, and to resolve by consensus all disputes that arise or have arisen in the interpretation and implementation of this Agreement. The minutes of such meetings shall be signed by each Nominee at the conclusion of the meeting and filed with the Government, the Corporation and the Catholic Entities.

5.6 If the disputing parties are unable to resolve a dispute through negotiations within 120 days, either may request the commencement of mediation to resolve the dispute. The Mediator would be a third party neutral, who has no authority to resolve the dispute, but would facilitate resolution.

5.6.1 The mediation will be conducted by one Mediator jointly agreed upon by the Government and the disputing Catholic Entities.

5.6.2 The disputing parties will make a serious attempt to resolve the dispute through mediation by:

5.6.2.1 identifying underlying interests;

5.6.2.2 isolating points of agreement and disagreement;

5.6.2.3 exploring alternative solutions;

5.6.2.4 considering compromises or accommodations; and

5.6.2.5 co-operating fully with the mediator and giving prompt attention to, and responding to all communications from the mediator.

5.6.3 A party to the mediation may withdraw from mediation at any time by giving at least 21 days written notice of its intention to the other and the Mediator.

5.7 Notwithstanding Section 5.6, the Government may by notice in writing request that the Corporation or a Catholic Entity comply with a commitment made in this Agreement.

5.7.1 Where the Government has delivered a written request to the Corporation or Catholic Entity in accordance with this Agreement to have the recipient comply with such request within 60 days and the request has not been complied with, the Government may apply by way of summary application to a court of competent jurisdiction where the Corporation or Catholic Entity is located for a mandatory order that they immediately comply with their obligation.

5.7.2 The Corporation or Catholic Entity may file responding materials to the summary application and the rules of the court having jurisdiction will thereafter determine the process to be followed in determining the summary application.

5.7.3 If the court hearing the summary application finds that the Corporation or Catholic Entity have failed to comply with their obligations under this Agreement the court may order that they immediately comply with such obligations.

PART VI:
GENERAL

6.1 Notice shall be given, save as otherwise specifically provided, in writing addressed to the party for whom it is intended and shall be deemed received by the other party on the day it is signed for if sent by certified mail, and if sent by facsimile or email, it shall be deemed received on the business day next following the date of transmission. The mailing, facsimile and email addresses of the parties shall be:

As to the Catholic Entities:

See Schedule G to this Agreement

As to the Episcopal Corporation of Saskatoon:

100 5th Avenue North
Saskatoon SK S7K 2N7

Attention: ●
Fax: ●

Copy to:

David Stack
McKercher McKercher & Whitmore LLP
374 Third Avenue South
Saskatoon SK S7K OG6
Fax: (306) 653-2669 (fax)
E-mail: d.stack@mckercher.ca

As to the Corporation:

●

Attention: Chair of the Board
Fax: ●

Copy to:

W. Rod Donlevy
374 Third Avenue South
Saskatoon, Saskatchewan
S7K 1M5
Fax : (306) 653-2669
Email: r.donlevy@mckercher.ca

Pierre-L. Baribeau
1 Place Ville Marie
Suite 4000
Montréal, Quebec
H3B 4M4
Fax : (514) 871-8977
Email : pbaribea@lavery.qc.ca

As to the Government:

Deputy Head,
Office of Indian Residential Schools Resolution Canada,
3rd floor, 90 Sparks Street
Ottawa, Ontario, K1A 0H4

Fax: 613 996 2811

Copy to:

Department of Justice Legal Services,
5th floor, 90 Sparks Street
Ottawa, Ontario, K1A 0H4

Attention: Senior Counsel

Fax: 613 996 1810

Copy to:

Deputy Attorney General of Canada,
Department of Justice Building
284 Wellington Street
Ottawa, Ontario, K1A 0H8

Attention: Assistant Deputy Attorney General, Aboriginal Law
Fax: 613 996 4737

or any other mailing, facsimile addresses or email addresses as the Parties from time to time may notify each other of in writing.

6.2 This Agreement shall be binding on and enure to the benefit of each Catholic Entity, the Corporation and their successors and assigns and the Government.

6.3 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction that governs the interpretation, applicability or enforceability of this Agreement shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.

6.4 No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated by this Agreement, nor any consent to any departure by a party to this Agreement or their representative shall in any event be effective unless it is in writing and signed by the Parties to this Agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.

6.5 No waiver or act or omission of a party to this Agreement shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by that party of any provision of this Agreement or the results or the rights resulting from it.

6.6 Time shall be of the essence in this Agreement.

6.7 No Member of the House of Commons or Senate may participate in or derive a benefit through this Agreement other than as a member or officer of the Corporation, a Catholic Entity or as a Claimant.

6.8 This Agreement constitutes the entire Agreement among the parties and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal in respect of them, except as follows:

6.8.1 The provisions in the Agreements between the Government and the Catholic entities listed in Schedule A which were in force as of the date this Agreement comes into force continue in effect for the purpose of determining rights and obligations in DRM proceedings, but not as to any financial matters.

6.9 This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is to be construed as limiting, waiving or derogating from any federal Crown prerogative.

6.10 The Government, the Catholic Entities and the Corporation acknowledge that the participation in the negotiations leading to the execution of this Agreement, and the execution of this Agreement, does not constitute any admission by the Government, the Catholic Entities or the Corporation that they have any legal or financial liability to any party in relation to claims arising from or connected to the operation of an IRS. The Government, the Catholic Entities and the Corporation agree that they will not advance as evidence or argument in any legal claim against each other in relation to claims arising from or connected to the operation of an IRS, the negotiations leading to and the execution of this Agreement.

6.11 This Agreement may be signed in counterparts.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective officers duly authorized as of the date stated above.

EXECUTED in the presence of:	AS TO SISTERS OF CHARITY, A BODY CORPORATE ALSO KNOWN AS SISTERS OF CHARITY OF ST. VINCENT DE PAUL, HALIFAX ALSO KNOWN AS SISTERS OF CHARITY OF HALIFAX
_____ As to Sisters of Charity, a body corporate also known as Sisters of Charity of St. Vincent de Paul, Halifax also known as Sisters of Charity of Halifax's authorized signatory	_____ (*signature*)
_____ Print Name	_____ (*name of person signing*)
_____ Address _____	_____ (*title*)
_____ Occupation	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX
_____	)	
As to The Roman Catholic Episcopal Corporation of Halifax 's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
	)	
EXECUTED in the presence of:	)	LES SOEURS DE NOTRE DAME-AUXILIATRICE
_____	)	
As to Les Soeurs De Notre Dame-Auxiliatrice's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
	)	
EXECUTED in the presence of:	)	LES SOEURS DE ST. FRANCOIS D'ASSISE
_____	)	
As to Les Soeurs de St. Francois D'Assise's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	INSITUT DES SOEURS DU BON CONSEIL
	)	
	)	
_____	)	
As to Insitut Des Soeurs Du Bon Conseil's	)	_____
authorized signatory	)	(*signature*)
	)	
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
	)	
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
_____	)	I have the authority to bind the corporate entity
Occupation	)	
EXECUTED in the presence of:	)	LES SOEURS DE SAINT-JOSEPH DE
	)	SAINT-HYACINTHE (THE SISTERS OF ST.
	)	JOSEPH OF ST. HYACINTHE)
_____	)	
As to Les Soeurs de Saint-Joseph de Saint-	)	
Hyacinthe (The Sisters of St. Joseph of St.	)	
Hyacinthe)'s authorized signatory	)	_____
	)	(*signature*)
	)	
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	LES SOEURS DE JESUS-MARIE
	)	
	)	
_____	)	
As to Les Soeurs De Jesus-Marie's authorized	)	_____
signatory	)	(*signature*)
	)	
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
_____	)	I have the authority to bind the corporate entity
Occupation	)	

EXECUTED in the presence of:	)	LES SOEURS DE L'ASSOMPTION DE LA SAINTE VERGE
_____	)	
As to Les Soeurs de L'Assomption de la Sainte Verge's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	LES SOEURS DE L'ASSOMPTION DE LA SAINT VIERGE DE L'ALBERTA
_____	)	
As to Les Soeurs de l'Assomption de la Saint Vierge de l'Alberta's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	LES SOEURS DE LA CHARITÉ DE ST.-HYACINTHE
_____	)	
As to Les Soeurs de la Charité de St.-Hyacinthe's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	LES OEUVRES OBLATES DE L'ONTARIO
	)	
	)	
_____	)	
As to Les Oeuvres Oblates de l'Ontario's	)	_____
authorized signatory	)	(*signature*)
	)	
	)	_____
_____	)	
Print Name	)	(*name of person signing*)
	)	
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
_____	)	I have the authority to bind the corporate entity
Occupation	)	
EXECUTED in the presence of:	)	LES RÉSIDENCE OBLATES DU QUÉBEC
	)	
	)	
_____	)	
As to Les Résidence Oblates du	)	
Québec's authorized signatory	)	_____
	)	(*signature*)
	)	
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
	)	
_____	)	_____
	)	(*title*)
	)	
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	LA CORPORATION EPISCOPALE
	)	CATHOLIQUE ROMAINE DE LA BAIE
	)	JAMES (THE ROMAN CATHOLIC
_____	)	EPISCOPAL CORPORATION OF JAMES
As to La Corporation Episcopale Catholique	)	BAY) THE CATHOLIC DIOCESE OF
Romaine de la Baie James (The Roman	)	MOOSONEE
Catholic Episcopal Corporation of James	)	
Bay)The Catholic Diocese of Moosonee's	)	
authorized signatory	)	
	)	
	)	_____
_____	)	(*signature*)
Print Name	)	
_____	)	
Address	)	_____
_____	)	(*name of person signing*)
	)	
	)	
_____	)	_____
	)	(*title*)
Occupation	)	
	)	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	SOEURS GRISES DE MONTRÉAL/GREY NUNS OF MONTREAL
_____	)	
As to Soeurs Grises de Montréal/Grey Nuns of Montreal 's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
	)	
EXECUTED in the presence of:	)	SISTERS OF CHARITY (GREY NUNS) OF ALBERTA
_____	)	
As to Sisters of Charity (Grey Nuns) of Alberta's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	LES SOEURS DE LA CHARITÉ DES T.N.O.
_____	)	
As to Les Soeurs de La Charité des T.N.O.'s authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	I have the authority to bind the corporate entity
Occupation	)	

EXECUTED in the presence of:	)	HÔTEL-DIEU DE NICOLET (HDN)
	)	
	)	
_____	)	
As to Hôtel-Dieu de Nicolet (HDN)'s authorized signatory	)	_____
	)	(*signature*)
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
	)	
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
_____	)	I have the authority to bind the corporate entity
Occupation	)	
EXECUTED in the presence of:	)	THE GREY NUNS OF MANITOBA INC. -
	)	LES SOEURS GRISES DU MANITOBA INC.
	)	
_____	)	
As to The Grey Nuns of Manitoba Inc. - Les Soeurs Grises du Manitoba Inc.'s authorized signatory	)	_____
	)	(*signature*)
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
	)	
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
_____	)	I have the authority to bind the corporate entity
Occupation	)	
EXECUTED in the presence of:	)	LA CORPORATION EPISCOPALE
	)	CATHOLIQUE ROMAINE DE LA BAIE D'
	)	HUDSON THE ROMAN CATHOLIC
_____	)	EPISCOPAL CORPORATION OF
As to La Corporation Episcopale Catholique Romaine de la Baie d' Hudson The Roman Catholic Episcopal Corporation of Hudson's Bay's authorized signatory	)	HUDSON'S BAY
	)	
	)	
	)	_____
_____	)	(*signature*)
Print Name	)	
	)	
_____	)	_____
Address	)	(*name of person signing*)
_____	)	
	)	
_____	)	_____
	)	(*title*)
Occupation	)	
	)	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	MISSIONARY OBLATES - GRANDIN
	)	
	)	
_____	)	
As to Missionary Oblates - Grandin's	)	_____
authorized signatory	)	(*signature*)
	)	
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
	)	
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
_____	)	I have the authority to bind the corporate entity
Occupation	)	
EXECUTED in the presence of:	)	LES OBLATS DE MARIE IMMACULÉE DU
	)	MANITOBA
	)	
_____	)	
As to Les Oblats de Marie Immaculée du	)	
Manitoba 's authorized signatory	)	_____
	)	(*signature*)
	)	
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
	)	
_____	)	_____
	)	(*title*)
	)	
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	THE ARCHIEPISCOPAL CORPORATION
	)	OF REGINA
	)	
_____	)	
As to The Archiepiscopal Corporation of	)	
Regina s authorized signatory	)	_____
	)	(*signature*)
	)	
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
	)	
_____	)	_____
	)	(*title*)
	)	
_____	)	
Occupation	)	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	THE SISTERS OF THE PRESENTATION
	)	
	)	
_____	)	_____
As to The Sisters of the Presentation 's authorized signatory	)	(*signature*)
	)	
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
_____	)	I have the authority to bind the corporate entity
Occupation	)	
EXECUTED in the presence of:	)	THE SISTERS OF ST. JOSEPH OF SAULT ST. MARIE
	)	
_____	)	
As to The Sisters of St. Joseph of Sault St. Marie's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	LES SOEURS DE LA CHARITÉ D'OTTAWA - SISTERS OF CHARITY OF OTTAWA
	)	
_____	)	
As to Les Soeurs de la Charité d'Ottawa - Sisters of Charity of Ottawa's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	OBLATES OF MARY IMMACULATE - ST. PETER'S PROVINCE
_____	)	
As to Oblates of Mary Immaculate - St. Peter's Province's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	THE SISTERS OF SAINT ANN
_____	)	
As to The Sisters of Saint Ann's authorized signatory	)	_____
	)	(*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate entity
Occupation	)	
EXECUTED in the presence of:	)	SISTERS OF INSTRUCTION OF THE CHILD JESUS
_____	)	
As to Sisters of Instruction of the Child Jesus's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	THE BENEDICTINE SISTERS OF MT. ANGEL OREGON
_____	)	
As to The Benedictine Sisters of Mt. Angel Oregon's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	LES PERES MONTFORTAINS
_____	)	
As to Les Peres Montfortains's authorized signatory	)	_____
	)	(*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate entity
Occupation	)	
EXECUTED in the presence of:	)	THE ROMAN CATHOLIC BISHOP OF KAMLOOPS CORPORATION SOLE
_____	)	
As to The Roman Catholic Bishop of Kamloops Corporation Sole's authorized signatory	)	_____
	)	(*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
_____	)	I have the authority to bind the corporate entity
Occupation	)	

EXECUTED in the presence of:	)	THE BISHOP OF VICTORIA, CORPORATION SOLE
_____	)	
As to The Bishop of Victoria, Corporation Sole's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	THE ROMAN CATHOLIC BISHOP OF NELSON CORPORATION SOLE
_____	)	
As to The Roman Catholic Bishop of Nelson Corporation Sole's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA
_____	)	
As to Order of the Oblates of Mary Immaculate in the Province of British Columbia's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA
_____	)	
As to The Sisters of Charity of Providence of Western Canada's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD
_____	)	
As to La Corporation Episcopale Catholique Romaine de Grouard's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN
_____	)	
As to Roman Catholic Episcopal Corporation of Keewatin's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	LA CORPORATION ARCHIÉPISCOPALE CATHOLIQUE ROMAINE DE ST. BONIFACE
_____	)	
As to La Corporation Archiépiscopale Catholique Romaine de St. Boniface's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	LES MISSIONNAIRES OBLATES DE ST. BONIFACE THE MISSIONARY OBLATES SISTERS OF ST. BONIFACE
_____	)	
As to Les Missionnaires Oblates de St. Boniface The Missionary Oblates Sisters of St. Boniface's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG
_____	)	
As to Roman Catholic Archiepiscopal Corporation of Winnipeg's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	LA CORPORATION EPISCOPALE
	)	CATHOLIQUE ROMAINE DE PRINCE
_____	)	ALBERT
As to La Corporation Episcopale Catholique	)	
Romaine De Prince Albert's authorized	)	
signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	THE ROMAN CATHOLIC BISHOP OF
	)	THUNDER BAY
_____	)	
As to The Roman Catholic Bishop of Thunder	)	
Bay's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	IMMACULATE HEART COMMUNITY OF
	)	LOS ANGELES CA
_____	)	
As to Immaculate Heart Community of Los	)	
Angeles CA's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	ARCHDIOCESE OF VANCOUVER THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER
_____	)	
As to Archdiocese of Vancouver The Roman Catholic Archbishop of Vancouver's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	ROMAN CATHOLIC DIOCESE OF WHITEHORSE
_____	)	
As to Roman Catholic Diocese of Whitehorse's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	THE CATHOLIC EPISCOPALE CORPORATION OF MACKENZIE
_____	)	
As to The Catholic Episcopale Corporation of Mackenzie's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity

EXECUTED in the presence of:	)	THE ROMAN CATHOLIC EPISCOPAL
	)	CORPORATION OF PRINCE RUPERT
_____	)	
As to The Roman Catholic Episcopal	)	
Corporation of Prince Rupert's authorized	)	_____
signatory	)	(*signature*)
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
_____	)	I have the authority to bind the corporate entity
Occupation	)	
EXECUTED in the presence of:	)	EPISCOPAL CORPORATION OF
	)	SASKATOON
_____	)	
As to Episcopal Corporation of Saskatoon's	)	
authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	OMI LACOMBE CANADA INC.
	)	
_____	)	
As to OMI Lacombe Canada Inc.'s authorized	)	_____
signatory	)	(*signature*)
	)	
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
_____	)	I have the authority to bind the corporate entity
Occupation	)	

EXECUTED in the presence of:	)	THE ● CORPORATION
	)	
	)	
_____	)	
As to The ● Corporation's authorized signatory	)	_____
	)	(*signature*)
_____	)	
Print Name	)	_____
_____	)	(*name of person signing*)
Address	)	
_____	)	_____
	)	(*title*)
_____	)	
Occupation	)	I have the authority to bind the corporate entity
EXECUTED in the presence of:	)	HER MAJESTY IN RIGHT OF CANADA, as represented by the Minister of Indian Residential Schools Resolution Canada
	)	
	)	
	)	_____
	)	(*signature*)
_____	)	
As to the signature of the Minister	)	_____
	)	(*name of person signing*)
	)	
	)	_____
	)	Minister
	)	

SCHEDULE A

LIST OF THE CATHOLIC ENTITIES

1. Sisters of Charity, a body corporate also known as Sisters of Charity of St. Vincent de Paul, Halifax also known as Sisters of Charity of Halifax

2. The Roman Catholic Episcopal Corporation of Halifax

3. Les Soeurs De Notre Dame-Auxiliatrice

4. Les Soeurs de St. Francois D'Assise

5. Insitut Des Soeurs Du Bon Conseil

6. Les Soeurs de Saint-Joseph de Saint-Hyacinthe (The Sisters of St. Joseph of St. Hyacinthe)

7. Les Soeurs de Jesus-Marie

8. Les Soeurs de L'Assomption de la Sainte Verge

9. Les Soeurs de l'Assomption de la Saint Vierge de l'Alberta

10. Les Soeurs de la Charité de St.-Hyacinthe

11. Les Oeuvres Oblates de l'Ontario

12. Les Résidence Oblates du Québec

13. La Corporation Episcopale Catholique Romaine de la Baie James (The Roman Catholic Episcopal Corporation of James Bay) The Catholic Diocese of Moosonee

14. Soeurs Grises de Montréal/ Grey Nuns of Montreal

15. Sisters of Charity (Grey Nuns) of

Alberta

16. Les Soeurs de La Charité des T.N.O.
    Grey Nun's Regional Centre

17. Hôtel-Dieu de Nicolet (HDN)

18. The Grey Nuns of Manitoba Inc. -
    Les Soeurs Grises du Manitoba Inc.

19. La Corporation Episcopale
    Catholique Romaine de la Baie d' Hudson
    The Roman Catholic Episcopal Corporation
    of Hudson's Bay

20. Missionary Oblates - Grandin

21. Les Oblats de Marie Immaculée
    du Manitoba

22. The Archiepiscopal Corporation of Regina

23. The Sisters of the Presentation

24. The Sisters of St. Joseph of Sault St. Marie

25. Les Soeurs de la Charité d'Ottawa -
    Sisters of Charity of Ottawa

26. Oblates of Mary Immaculate -
    St. Peter's Province

27. The Sisters of Saint Ann

28. Sisters of Instruction of the Child Jesus

29. The Benedictine Sisters of Mt. Angel Oregon

30. Les Peres Montfortains

31. The Roman Catholic Bishop of Kamloops
    Corporation Sole

32. The Bishop of Victoria, Corporation
    Sole

33. The Roman Catholic Bishop of Nelson
Corporation Sole

34. Order of the Oblates of Mary Immaculate in
the Province of British Columbia

35. The Sisters of Charity of Providence
of Western Canada

36. La Corporation Episcopale Catholique
Romaine de Grouard

37. Roman Catholic Episcopal Corporation
of Keewatin

38. La Corporation Archiépiscopale
Catholique Romaine de St. Boniface

39. Les Missionnaires Oblates de St. Boniface
The Missionary Oblate Sisters
of St. Boniface

40. Roman Catholic Archiepiscopal
Corporation of Winnipeg

41. La Corporation Episcopale Catholique
Romaine De Prince Albert

42. The Roman Catholic Bishop of Thunder Bay

43. Immaculate Heart Community
of Los Angeles CA

44. Archdiocese of Vancouver
The Roman Catholic
Archbishop of Vancouver

45. Roman Catholic Diocese of Whitehorse
The Catholic Episcopal
Corporation of Whitehorse

46. The Catholic Episcopale Corporation
of Mackenzie

47. The Roman Catholic Episcopal Corporation of Prince Rupert

48. OMI Lacombe Canada Inc.

SCHEDULE B

THE CATHOLIC HEALING, RECONCILIATION AND SERVICE EVALUATION COMMITTEE

1. The parties agree that there shall be a Committee known as The Catholic Healing, Reconciliation Service Evaluation Committee ("the Committee") which shall be responsible to make grants of monies deposited with the Corporation and to approve In-Kind Services and admissible programs, all in accordance with this Agreement.

2. The reasonable administration costs of operating the Committee shall be paid first from the interest on funds held by the Corporation and thereafter may, with the consent in writing of the Government, be paid from the capital amount held by the Corporation. The Government may not unreasonably withhold the consent referred to in this Section.

3. The Committee shall be composed of seven members of which three members will be appointed by Catholic Entities; three members will be appointed by the AFN; and one member shall be appointed by Indian Residential Schools Resolution, Canada.

4. As much as possible, the Committee shall make decisions by consensus. Where a consensus cannot be reached through reasonable discussion and compromise, decisions may be taken by simple majority.

5. The guiding objective of the Committee shall be to ensure that admissible programs and services are directed to healing and reconciliation for former Indian Residential School students and their families. For greater certainty, the parties recognize that programs and services aimed at the community level may be admissible to the extent that the Committee is satisfied that the programs or service benefits are reasonably connected with healing and reconciliation for IRS students and their families.

6. Where an existing program or service is proposed, the Committee may certify the program or service to the extent that the Committee believes that the program or service or some part thereof is new or would not otherwise continue.

7. Programs and services must be open to all Aboriginal people regardless of denomination.

8. In addition the Committee shall consider the following criteria to applications for grants and for the approval of In-Kind Services.

a) Do Aboriginal people have input in developing and delivery of the program?

b) Has the program been effective in the past?

c) To what extent are aboriginal communities involved in the program?

d) Does the program or service deal with former students, or their families and communities and the aftermath of IRS including providing assistance with the recovery of their histories?

e) What portion of the overall cost of the program addresses the social, psychological, and health issues without regard to religiosity?

9. Where the Committee approves a service or program as an admissible In-Kind Service, it shall assess the value in dollars of the program having regard to its actual cost and the market value of similar services. The lesser of these two amounts must be used unless there are compelling reasons to chose a higher amount.

10. The Committee shall require applicants to certify that no program proposed for In-Kind eligibility has received grants drawn from either the Catholic Entities' $29,000,000 cash contribution under this Agreement or the fruits of fund raising under this Agreement. For greater certainty, this condition is only meant to ensure that services funded under the settlement (or portions thereof) are not counted as eligible In-Kind Services.

11. Notwithstanding section 6 of this Schedule, the Committee as an interim measure may credit the value of a program or service offered between March 31, 2005 and the coming into force of this agreement toward the In-Kind Services provided that:

a) it meets the criteria set out in sections 7 and 8 of this Schedule;

b) the program or service did not exist before March 31, 2005 unless otherwise agreed to by Canada;

c) the same program or service cannot be certified for a period following the coming into force of this Agreement unless it can be shown that it would not otherwise continue; and

d) in no case shall the total amount credited for programs and services provided before the coming into force of this Agreement exceed $1,500,000.

12. The parties agree that the Committee may meet and make decisions under article 11 of this Schedule before the coming into force of this Agreement, and that following the coming into force of this Agreement the decisions the Committee makes in this period shall be ratified without further review and the costs and reasonable expenses incurred shall be reimbursed by the Corporation in accordance with section 3.12 of this Agreement. For greater certainty, should this Agreement not come into force the decisions made under articles 11 and 12 shall have no force or effect and the Corporation has no obligation to make reimbursement.

SCHEDULE C

CONDITIONS UNDER WHICH PAYMENTS ARE MADE FROM THE CORPORATION TO THE ABORIGINAL HEALING FOUNDATION ("AHF")

The Corporation shall pay monies deposited with it under Sections 3.3 as follows:

1. The Corporation shall receive applications for funding of healing and reconciliation programs.

2. Where the application is one that the Corporation supports, it shall forward the application to the AHF for its consideration.

3. Where the AHF approves the application in accordance with its ordinary criteria, the Corporation shall pay to the AHF the amount of funding approved for the program.

4. Subject to article 5 of this Schedule, where an application is not accepted by the AHF, the Corporation may fund the program if it satisfies the criteria set out in Schedule B.

5. At least 80% of monies paid under Section 3.3 of this Agreement shall be transferred to the AHF in accordance with this Schedule.

6. Where at the end of the 5 year period set out in Section 3.3.2, the Corporation has not spent all the monies paid under 3.3 of this Agreement in accordance with articles 1 through 5 of this Schedule, the balance shall be paid to the AHF to be spent in accordance with its ordinary criteria, unless otherwise agreed in writing by the Government and the Corporation.

SCHEDULE D

FULL AND FINAL RELEASE IN CLAIMS BY PERSONS WHO OPT OUT OF THE IRSSA

IN CONSIDERATION of the payment of the sum of $10.00 and other good and valuable consideration, all inclusive, all of which is directed to be paid to my solicitors, _____, in trust:

1. I, _____, fully, finally and forever release and discharge, separately and severally, each of

    (a) Her Majesty the Queen in Right of Canada, the Attorney General of Canada, their successors, and assigns, and their Ministers, officers, employees, servants, partners, principals, attorneys, subrogees, representatives and agents; and

    (b) the [Church Organization] and its predecessors, successors, transferees assigns, and their officers, employees, members, servants, directors, shareholders, partners, principals, attorneys, insurers, subrogees, representatives, administrators, receivers and agents;

    (the "Releasees") from any and all actions or causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which I ever had, now have or may in the future have against them (whether I now know about these claims or causes of action or not) arising from or in any way related to

    (a) my attendance, presence and/or experiences at any Indian Residential School; and

    (b) the operation of any Indian Residential School.

2. Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.

3. In addition, I fully, finally and forever release and discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against some or all of the Releasees, being [Court file no.] issued in the [Court Registry] of the [proper name of court], for compensation, damages and other relief relating to my attendance, presence and/or experiences at _____ Indian Residential School (the "Action"). I agree to the dismissal of the Action.

4. The claims and causes of action referred to in paragraphs 1 to 3 are referred to in this Release as "the Released Claims".

5. I will not make any further claims of any kind against the Releasees with respect to the Released Claims.

6. I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, the Releasees may rely on this Release as an estoppel and a complete defence to any such claim or action.

7. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.

8. I agree that I will not make any or continue any claim in relation to the Released Claims against any person or corporation who could claim for any or all of the damages, contribution or indemnity or other relief in respect of my claim from any of the Releasees whether pursuant to the provisions of the *Negligence Act* (Province or Territory) or its counterpart in other common law jurisdictions, the common law, or any other statue of any jurisdiction.

9. I further agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or government agency that arise out of or are in any way connected with payments made to me by that person, legal entity, government or government agency in relation to the Released Claims. This indemnity includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or government agency authority for any of the Released Claims that are criminal assaults.

10. If I later commence a claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this Release, as well as the details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.

11. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

12. I understand that the Releasees do not admit any liability to me by acceptance of this Release or by any payment that may be made to me.

I have signed this Release the ____ day of _____, 200_.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____	_____
Witness	[Name of Releasor]
Address	Seal
_____	
_____	
_____	
Occupation	
_____	

SCHEDULE E

PROCESS FOR PROVIDING DOCUMENTS TO THE TRUTH AND RECONCILIATION COMMISSION

1. In order to ensure the efficacy of the Truth and Reconciliation process, the Catholic Entities will provide all relevant documents in their possession or control to and for the use of the Truth and Reconciliation Commission, (the "Commission") subject to the privacy interests of an individual as provided by applicable privacy legislation, and subject to and in compliance with applicable privacy and access to information legislation, and except for those documents for which solicitor-client privilege applies and is asserted.

2. In cases where privacy interests of an individual exist, and subject to and in compliance with applicable privacy legislation and access to information legislation, researchers for the Commission shall have access to the documents, provided privacy is protected. In cases where solicitor-client privilege is asserted, the asserting party will provide a list of all documents for which the privilege is claimed.

3. The Catholic Entities are not required to give up possession of their original documents to the Commission. They are required to compile all relevant documents in an organized manner for review by the Commission and to provide access to their archives for the Commission to carry out its mandate. Provision of documents does not require provision of original documents. Originals or true copies may be provided or originals may be provided temporarily for copying purposes if the original documents are not to be housed with the Commission.

4. Each Catholic Entity shall bear the costs of the provision of documents. If requested by the party providing the documents, the costs of copying, scanning, digitalizing, or otherwise reproducing the documents will be borne by the Commission.

5. The Commission may refer to the National Administration Committee, ("NAC") as empowered by section 4.11(12)(j) of the Indian Residential Schools Settlement Agreement dated ● , 2006 the determination of disputes involving document production, document disposal and archiving, contents of the Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.

6. The NAC may review and determine the reference made to the Commission pursuant to section 5 or may refer the reference to any one of the Courts for a *de novo* determination.

7. Where the NAC makes a decision under section 6, the Catholic Entities, as of right, may apply to any one of the Courts for *a de novo* determination.

SCHEDULE F

SECTIONS OF IRSSA INCORPORATED BY REFERENCE

ARTICLE FOUR
IMPLEMENTATION OF THIS AGREEMENT

4.01 Class Actions

The Parties agree that all existing class action statements of claim and representative actions, except the Cloud Class Action, filed against Canada in relation to Indian Residential Schools in any court in any Canadian jurisdiction except the Federal Court of Canada (the "original claims") will be merged into a uniform omnibus Statement of Claim in each jurisdiction (the "Class Actions"). The omnibus Statement of Claim will name all plaintiffs named in the original claims and will name as Defendants, Canada and the Church Organizations.

4.05 Consent Certification

(1) The Parties agree that concurrent with the applications referred to in Section 4.03, applications will be brought in each of the Courts for consent certification of each of the Class Actions for the purposes of Settlement in accordance with the terms of the Agreement.

(2) Consent certification will be sought on the express condition that each of the Courts, pursuant to the applications for consent certification under Section 4.05(1), certify on the same terms and conditions; including the terms and conditions set out in Section 4.06 save and except for the variations in class and subclass membership set out in Sections 4.02 and 4.04 of this Agreement.

4.06 Approval Orders

Approval Orders will be sought:

(a) incorporating by reference this Agreement in its entirety.

(b) ordering and declaring that such orders are binding on all Class Members, including Persons Under Disability, unless they opt out or are deemed to have opted out on or before the expiry of the Opt Out Periods;

(c) ordering and declaring that on the expiry of the Opt Out Periods all pending actions of all Class Members, other than the Class Actions, relating to Indian Residential Schools, which have been filed in any court in any Canadian jurisdiction against Canada or the Church Organizations, except for any pending actions in Quebec which have not been voluntarily

discontinued by the expiry of the Opt Out Period will be deemed to be dismissed without costs unless the individual has opted out, or is deemed to have opted out on or before the expiry of the Opt Out Periods.

(d) ordering and declaring that on the expiry of the Opt Out Periods all class members, unless they have opted out or are deemed to have opted out on or before the expiry of the Opt Out Periods, have released each of the defendants and Other Released Church Organizations from any and all actions they have, may have had or in the future may acquire against any of the defendants and Other Released Church Organizations arising in relation to an Indian Residential School or the operation generally of Indian Residential Schools.

(e) ordering and declaring that in the event the number of Eligible CEP Recipients opting out or deemed to have opted out under the Approval Orders exceeds five thousand (5000), this Agreement will be rendered void and the Approval Orders set aside in their entirety subject only to the right of Canada, in its sole discretion, to waive compliance with Section 4.14 of this Agreement.

(f) ordering and declaring that on the expiration of the Opt Out Periods all Class Members who have not opted out have agreed that they will not make any claim arising from or in relation to an Indian Residential School or the operation generally of Indian Residential Schools against any person who may in turn claim against any of the defendants or Other Released Church Organizations.

(g) ordering and declaring that the obligations assumed by the defendants under this Agreement are in full and final satisfaction of all claims arising from or in relation to an Indian Residential School or the operation of Indian Residential Schools of the Class Members and that the Approval Orders are the sole recourse on account of any and all claims referred to therein.

(h) ordering and declaring that the fees and disbursements of all counsel participating in this Agreement are to be approved by the Courts on the basis provided in Articles Four (4) and Thirteen (13) of this Agreement, except that the fees and disbursements of the NCC and the IAP Working Group will be paid in any event.

(i) ordering and declaring that notwithstanding Section 4.06(c), (d) and (f), a Class Member who as of the fifth anniversary of the Implementation Date had never commenced an action other than a class action in relation to an Indian Residential School or the operation of Indian Residential Schools, participated in a Pilot Project, applied to the DR Model, or applied to the

IAP, may commence an action for any of the Continuing Claims within the jurisdiction of the court in which the action is commenced. For greater certainty, the rules, procedures and standards of the IAP are not applicable to such actions.

(j) ordering and declaring that where an action permitted by Section 4.06(i) is brought, the deemed release set out in Section 11.01 is amended to the extent necessary to permit the action to proceed only with respect to Continuing Claims.

(k) ordering and declaring that for an action brought under Section 4.06(i) all limitations periods will be tolled and any defences based on laches or delay will not be asserted by the parties with regard to a period of five years from the Implementation Date.

ARTICLE SEVEN
TRUTH AND RECONCILIATION AND COMMEMORATION

7.01 Truth and Reconciliation

(2) The Truth and Reconciliation Commission may refer to the NAC for determination of disputes involving document production, document disposal and archiving, contents of the Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.

(3) Where the NAC makes a decision in respect of a dispute or disagreement that arises in respect of the Truth and Reconciliation Commission as contemplated in Section 7.01(2), either or both the Church Organization and Canada may apply to any one of the Courts for a hearing *de novo*.

ARTICLE ELEVEN
RELEASES

11.03 Claims by Opt Outs and Others

If any person not bound by this Agreement claims over or brings a third party claim, makes any claim or demand or takes any action or proceeding against any defendant named in the Class Actions or the Cloud Class Action arising in relation to an Indian Residential School or the operation of Indian Residential Schools, no amount payable by any defendant named in the Class Actions or the Cloud Class Action to that person will be paid out of the Designated Amount Fund.

ARTICLE THIRTEEN

LEGAL FEES

13.02 Negotiation Fees (July 2005 – November 20, 2005)

(1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, who attended the settlement negotiations beginning July 2005 leading to the Agreement in Principle for time spent up to the date of the Agreement in Principle in respect of the settlement negotiations at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable, except that no amount is payable under this Section 13.02(1) for fees previously paid directly by OIRSRC.

(2) All legal fees payable under Section 13.02(1) will be paid no later than 60 days after the Implementation Date.

13.03 Fees to Complete Settlement Agreement (November 20, 2005 – Execution of Settlement Agreement)

(1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, for time spent between November 20, 2005 and the date of execution of this Agreement in respect of finalizing this Agreement at each lawyer's normal hourly rate, plus reasonable disbursements and GST and PST, if applicable, except that no amount is payable under this Section 13.02(1) for fees previously paid directly by OIRSRC.

(2) No fees will be payable under Section 13.03(1) for any work compensated under Section 13.04 of this Agreement.

(3) All legal fees payable under Section 13.03(1) will be paid no later than 60 days after the Implementation Date.

13.10 NCC Fees

(1) Canada will pay members of the NCC fees based upon reasonable hourly rates and reasonable disbursements, but such fees will not include any fee for the Government of Canada, or the Church Organizations.

(2) Subject to Section 13.10(4), any fees referred to in Section 13.10(1) and accrued after April 1, 2006 will be subject to a maximum operating budget of sixty-thousand dollars ($60,000.00) per month.

(3) Notwithstanding Section 13.10(2) and subject to Section 13.10(4), the NCC may apply to Canada for additional funding in exceptional

circumstances up to a maximum monthly amount of fifteen thousand dollars ($15,000.00).

(4) The maximum operating budget referred to in Section 13.10(1) and the maximum additional funding in exceptional circumstances referred to in Section 13.10(3) will be reviewed and reassessed by Canada on July 1, 2006 and the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.

(5) Counsel who is designated by the NCC as counsel having carriage in respect of drafting, consent certification and approval of the settlement will be paid their normal hourly rates and reasonable disbursements to be billed by Counsel and paid by Canada on an ongoing basis. Such fees and disbursements are not subject to the maximum operating budget referred to in paragraph 13.10(2).

(6) Other counsel who appear in court, if designated by the NCC and approved by Canada, will be paid an appearance fee of two thousand dollars ($2000.00) per diem. Such fees are not subject to the maximum operating budget referred to in paragraph 13.10(2).

(7) The NCC, and counsel appointed on behalf of the NCC, will submit their accounts to the OIRSRC for payment, and will be paid within 60 days of such submission.

(8) The NCC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

13.11 NAC Fees

(1) Members of the NAC will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.11(2) of this Agreement except the representatives for Canada or the Church Organizations, who will not be compensated under this Agreement.

(2) Subject to Section 13.11(4), any fees referred to in Section 13.10(1) will be subject to a maximum operating budget of sixty-thousand dollars ($60,000.00) per month.

(3) Notwithstanding Section 13.11(2) and subject to Section 13.11(4), the NAC may apply to Canada for additional funding in exceptional

circumstances up to a maximum monthly amount of fifteen thousand dollars ($15,000.00).

(4) The maximum operating budget referred to in Section 13.11(2) and the maximum additional funding in exceptional circumstances referred to in Section 13.11(3) will be reviewed and reassessed by Canada on the first day of the first month after the Implementation Date and on the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.

(5) The NAC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

ARTICLE FIFTEEN
TRANSITION PROVISIONS

15.01 No Prejudice

The parties agree that the no prejudice commitment set out in the letter of the Deputy Minister of the OIRSRC dated July, 2005, and attached as Schedule "R" means that following the Implementation Date:

(3) Following the coming into force of the Approval Orders, at the request of an Eligible IAP Claimant whose IRS abuse claim was settled by Canada without contribution from a Catholic Entity set out in Schedule "C" of this Agreement, such settlement having been for an amount representing a fixed reduction from the assessed Compensation, Canada will pay the balance of the assessed compensation to the Eligible IAP Claimant. Provided, however, that no amount will be paid to an Eligible IAP Claimant pursuant to this section until the Eligible IAP Claimant agrees to accept such amount in full and final satisfaction of his or her claim against a Catholic entity set out in Schedule "C" of this Agreement, and to release them by executing a release substantially in the form of the release referred to in Section 11.02 of this Agreement.

SECTIONS OF INDEPENDENT ASSESSMENT PROCESS, SCHEDULE D TO THE IRSSA, INCORPORATED BY REFERENCE

APPENDIX II: ACCEPTANCE OF APPLICATION (Schedule D page 19)

iii. On admitting the claim to the IAP, the Secretariat shall forward a copy of the application to the Government and to a church entity which is a party to the Class Action Judgments and was involved in the IRS from which the claim arises.

- A church entity may waive its right to receive applications for all claims, or for defined classes of claims, by notice in writing to the Secretariat, and may amend or withdraw such waiver at any time by notice in writing.

iv. The following conditions apply to the provision of the application to the Government or a church entity:

- The application will only be shared with those who need to see it to assist the Government with its defence, or to assist the church entities with their ability to defend the claim or in connection with their insurance coverage;
- If information from the application is to be shared with an alleged perpetrator, only relevant information about allegations of abuse by that person will be shared, and the individual will not be provided with the Claimant's address or the address of any witness named in the application form, nor with any information from the form concerning the effects of the alleged abuse on the Claimant, unless the Claimant asks that this be provided to the alleged perpetrator;
- Each person with whom the application is shared, including counsel for any party, must agree to respect its confidentiality. Church entities will use their best efforts to secure the same commitment from any insurer with whom it is obliged to share the application;
- Copies will be made only where absolutely necessary, and all copies other than those held by the Government will be destroyed on the conclusion of the matter, unless the Claimant asks that others retain a copy, or unless counsel for a party is required to retain such copy to comply with his or her professional obligations.

APPENDIX III: INVOLVEMENT OF ALLEGED PERPETRATORS (Schedule D page 21)

i. The defendants will attempt to locate the alleged perpetrator to invite them to the hearing. If the alleged perpetrator is dead, cannot be located, or declines to attend, the hearing may still occur.

APPENDIX IV: INFORMATION COLLECTION; SETTING HEARING DATE; ATTENDANCE AND PARTICIPATION AT HEARING

i. The defendants will collect and submit their documents to the Secretariat.

vii. Given the non-adversarial nature of this IAP and the neutral, inquisitorial role played by the adjudicators under it, as well as the need to respect the safety of the Claimant, neither an alleged perpetrator nor counsel for an alleged perpetrator may attend while the Claimant gives evidence, without the Claimant's advance

consent. Where counsel for a church entity also acts for an alleged perpetrator, this means that they may not attend the hearing while the Claimant gives evidence without the Claimant's advance consent. Government representatives may always attend this part of the hearing, as may representatives of church entities who are parties to the Class Action Judgments except their counsel if he or she is also acting for an alleged perpetrator in the case.

APPENDIX X: THE USE OF EXTRA-CURIAL KNOWLEDGE BY ADJUDICATORS

INTRODUCTION

A number of issues will arise concerning the ability of adjudicators to make use of information obtained or known beyond that provided by the parties in each individual case. There are several aspects to this matter:

-use of background information and/or personal knowledge, for example on

-schools
-child abuse and its impacts
-the residential school system

-carry-forward of information from hearing to hearing, for example on

-alleged perpetrators and the *modus operandi* of proven perpetrators
-conditions at a school
-credibility findings

-use of precedents from other adjudicators

-ability of adjudicators to confer

The approach to be taken to these issues is set out below, by reference to the source of the information in question.

1. Orientation Materials Provided to Adjudicators

Adjudicators will be supplied with orientation materials on the residential school system and its operations, as well as on child abuse and its impacts.

If any of the orientation materials are specifically identified as containing uncontested facts or opinions, they may be used as follows:

Adjudicators are expected to inform themselves from this material. They may use it to question witnesses, but also to make findings of fact and to support inferences

from evidence they find credible, for example to conclude that trauma of a certain kind can be expected to flow from a sexual assault on a child. These latter uses of this information are justified by the fact that representatives of all interests have agreed to its inclusion in the orientation materials for this use, and all participants in a hearing will have access to the orientation materials.

Wherever possible the adjudicator should use the information at the hearing to formulate questions to any witnesses who may be able to comment on it, or whose testimony it may contradict, support, or help explain. Where this is not possible, the proposed use in reaching a decision should be identified to the parties at the hearing to give them a chance to comment on it in their submissions, but so doing is not a condition precedent to the proposed use.

Where the material is used in coming to a finding of fact, or drawing an inference, it should be cited and its relevance and the rationale for its use set out in the decision.

Where orientation information provided to adjudicators does not represent uncontested facts or opinions, it may be used by adjudicators as follows:

Adjudicators may use this category of orientation materials as a basis for questioning witnesses, or testing the evidence, but may not rely on it as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

2. Personal Knowledge of Abuse and its Impacts

Some adjudicators may bring to the job an extensive background in dealing with child abuse, or may receive information on child abuse and its impacts at training sessions or continuing education programs, or through their own reading or research.

The approach to the use of this kind of information is as follows:

Adjudicators may use their personal knowledge, training they have received, or general educational materials, as a basis for questioning witnesses, or testing the evidence, but may not rely on them as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

3. Document Collections

Adjudicators will be provided with Canada's, and potentially a church's, document collection on each school for which they are holding hearings. This material will also be available to Claimants and their counsel.

The approach to the use of this kind of information is as follows:

Adjudicators are expected to inform themselves from this material, which may be used as a basis for findings of fact or credibility. Where any of it is so used by adjudicators, it must be cited and its relevance and the rationale for use set out in the report.

Because this information is specific to the school in question and is provided in advance, it is expected that adjudicators will be familiar with it before starting a hearing to which it is relevant. Given this, before relying on specific documents to help decide a given case, the adjudicator should seek the consent of the parties, or put the relevant extracts to any witnesses who may be able to comment on them, or whose testimony they may contradict or support. Where there are no such witnesses, or where one or more parties contest the use of the documents, the adjudicator may still use them in his or her decision, but wherever possible should advise the parties of the proposed use of the document so that they may address it in their submissions.

4. Previous findings

Adjudicators will hear evidence about, and make findings of fact about, the operations of various schools, their layouts, the conditions that pertained in them, the acts and knowledge of adult employees, and where an individual is found to have committed a number of assaults in a particular way, their *modus operandi*.

The approach to the use of this kind of information is as follows:

Adjudicators must treat each individual's claim as a unique claim to be determined on the evidence presented, plus information expressly permitted to be used according to the guidelines agreed to for this process. They may not carry forward, much less be bound by, previous findings they have made, including findings of credibility.

They may, though, use information from previous hearings to inquire about possible admissions, or failing that, to question witnesses. This ability to bring forward information from previous hearings for these specific purposes flows from the fact that this IAP is not a party-controlled adversarial process. Instead, the inquisitorial model is being used to have adjudicators inquire into what happened, using their skills and judgment to question witnesses to determine the facts.

While it would not be fair to base a decision on evidence from a previous hearing, since some or all of the parties would not know its context, and would be unable to challenge its reliability, it is also not appropriate to insist that adjudicators act as if each case were their first one. Their job requires them to test evidence and determine what happened. While they cannot call witnesses, it is their duty to question them, and they must be free to pose questions and follow lines of inquiry they believe to be relevant. Whether that belief flows from common sense, instinct,

or something heard at another hearing, it is appropriate as a basis of inquiry, although, in the absence of an admission, not as evidence.

5. Stare decisis

Although reasons will be issued in each case, the IAP will not operate on the basis of binding precedent. All adjudicators are of equal authority, and should not consider themselves bound by each other's previous decisions. Through conferencing, adjudicators may come to a common interpretation of certain procedural issues, but each case must be determined on its own merits.

SECTIONS OF MANDATE FOR THE TRUTH AND RECONCITILIATION COMMISSION, SCHEDULE N TO THE IRSSA, INCORPORATED BY REFERENCE

10. Events

There are three essential event components to the Truth and Reconciliation Commission: National Events, Community Events and Individual Statement-Taking/Truth Sharing. The Truth and Reconciliation process will be concluded with a final Closing Ceremony.

(A) National Events

The national events are a mechanism through which the truth and reconciliation process will engage the Canadian public and provide education about the IRS system, the experience of former students and their families, and the ongoing legacies of the institutions.

National events should include the following common components:

(k) participation of high level government and church officials;

(B) Community Events

It is intended that the community events will be designed by communities and respond to the needs of the former students, their families and those affected by the IRS legacy including the special needs of those communities where Indian Residential Schools were located.

The community events are for the purpose of:

(c) involving church, former school employees and government officials in the reconciliation process, if requested by communities;

(f) allowing for the participation from high level government and church officials, if requested by communities;

(D) Closing Ceremony

The Commission shall hold a closing ceremony at the end of its mandate to recognize the significance of all events over the life of the Commission. The closing ceremony shall have the participation of high level church and government officials.

14. Budget and Resources

Institutional parties shall bear the cost of participation and attendance in Commission events and community events, as well as provision of documents. If requested by the party providing the documents, the costs of copying, scanning, digitalizing, or otherwise reproducing the documents will be borne by the Commission.

SCHEDULE G

NAMES AND ADDRESSES OF THE CATHOLIC ENTITIES FOR GIVING NOTICE

	Name and address of Catholic Entities	Address for Service
1.	**Sisters of Charity, a body corporate also known as Sisters of Charity of St. Vincent de Paul, Halifax also known as Sisters of Charity of Halifax** 150 Bedford Highway Halifax NS B3M 3J5	Thomas Macdonald Blois Nickerson & Bryson Barristers and Solicitors 1568 Hollis Street P.O. Box 2147 Halifax, NS B3J 3B7 (902) 425-6000 (phone) (902) 429-7347 (fax)
2.	**The Roman Catholic Episcopal Corporation of Halifax** 151 Grafton Street Halifax NS B3J 2Y3	Hugh Wright McInnes Cooper 1601 Lower Water Street P.O. Box 730 Halifax, NS B3J 2V1 (902) 444-8616 (phone) (902) 425-6350 (fax)
3.	**Les Soeurs De Notre Dame-Auxiliatrice** 895 Perreault Street East Rouyn-Norand QC J9X 5H5	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
4.	**Les Soeurs de St. Francois D'Assise** 2700 rue Lacordaire Montréal QC H1N 2M6	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
5.	**Insitut Des Soeurs Du Bon Conseil** 1381 Roy Street Normandin QC G8M 3V4	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
6.	**Les Soeurs de Saint-Joseph de Saint-Hyacinthe**	Pierre-L. Baribeau

	Name and address of Catholic Entities	Address for Service
	(The Sisters of St. Joseph of St. Hyacinthe) c/o Sister Marie-Clair Dupont, Superior General 805 av Raymond St. Hyacinthe Quebec J2S 5T9	Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
7.	**Les Soeurs De Jesus-Marie** 10070 D'Auteuil Avenue Montréal QC H3L 2K1	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
8.	**Les Sœurs de L'Assomption de la Sainte Verge** 311 Saint-Jean-Baptiste Street Nicolet QC J3T 1H5	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
9.	**Les Soeurs de l'Assomption de la Saint Vierge de l'Alberta** 8533 90 Street Edmonton AB T6C 3L4	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
10.	**Les Soeurs de la Charité de St.-Hyacinthe** 16470 avenue Bourdages Sud Saint-Hyacinthe QC J2T 4J8	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montreal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
11.	**Les Oeuvres Oblates de l'Ontario** L'Edifice Deschatelets 175 Main Street Ottawa ON K1S 1C3	Pierre Champagne/Ron Caza Heenan Blaikie 55 Metcalfe St. Suite 300 Ottawa ON K1P 6L5 (613) 236-0596 (phone) (613) 236-9632 (fax)
12.	**Les Résidence Oblates du Québec**	Pierre Champagne/Ron Caza

	Name and address of Catholic Entities	Address for Service
	L'Edifice Deschatelets 175 Main Street Ottawa ON K1S 1C3	Heenan Blaikie 55 Metcalfe St. Suite 300 Ottawa ON K1P 6L5 (613) 236-0596 (phone) (613) 236-9632 (fax)
13.	**La Corporation Episcopale Catholique Romaine de la Baie James (The Roman Catholic Episcopal Corporation of James Bay)** **The Catholic Diocese of Moosonee** Catholic Diocese of Moosonee Box 40 2 Bay Road Moosonee ON P0L 1Y0 (705) 336-2908 (phone) (705) 336-2759 (fax)	Pierre Champagne/Ron Caza Heenan Blaikie 55 Metcalfe St. Suite 300 Ottawa ON K1P 6L5 (613) 236-0596 (phone) (613) 236-9632 (fax)
14.	**Soeurs Grises de Montréal/ Grey Nuns of Montreal** 138 rue Saint-Pierre Montreal QC H2Y 2L7	W. Roderick Donlevy/Michel Thibault McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
15.	**Sisters of Charity (Grey Nuns) of Alberta** Grey Nuns Regional Centre 9810 - 165th Street Edmonton AB T5P 3S7 (780) 974-4799 (phone) (780) 484-7145 (fax)	W. Roderick Donlevy/Michel Thibault McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
16.	**Les Soeurs de La Charité des T.N.O.** Grey Nun's Regional Centre 9810 - 165th Street Edmonton AB T5P 3S7 (780) 974-4799 (phone) (780) 484-7145 (fax)	W. Roderick Donlevy/Michel Thibault McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
17.	**Hôtel-Dieu de Nicolet (HDN)**	W. Roderick Donlevy/Michel Thibault McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
18.	**The Grey Nuns of Manitoba Inc. -**	W. Roderick Donlevy/Michel Thibault

	Name and address of Catholic Entities	Address for Service
	Les Soeurs Grises du Manitoba Inc. Grey Nun's Regional Centre 9810 - 165th Street Edmonton AB T5P 3S7 (780) 974-4799 (phone) (780) 484-7145 (fax)	McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
19.	**La Corporation Episcopale Catholique Romaine de la Baie d' Hudson** **The Roman Catholic Episcopal Corporation of Hudson's Bay** Box 10 Churchill MB R0B 0E0	Rheal Teffaine R. E. Teffaine Law Corporation 247 Provencher Blvd Winnipeg MB R2H OG6 (204) 925-1900 (phone) (204) 925-1907 (fax)
20.	**Missionary Oblates - Grandin** 21 Meadowview Drive St. Albert AB T8N 1R9 (780) 459-2586 (phone) (780) 459-2797 (fax)	Curtis Onishenko McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
21.	**Les Oblats de Marie Immaculée du Manitoba** 474 rue Aulneau Piece St. Boniface MB R2H 2V2	Rheal Teffaine R. E. Teffaine Law Corporation 247 Provencher Blvd Winnipeg MB R2H OG6 (204) 925-1900 (phone) (204) 925-1907 (fax)
22.	**The Archiepiscopal Corporation of Regina** 445 Broad Street North Regina SK S4R 2X8	James Ehmann, Q.C. Kanuka Thuringer LLP 1400-2500 Victoria Avenue Regina SK S4P 3X2 (306) 525-7200 (phone) (306) 359-0590 (fax)
23.	**The Sisters of the Presentation** 1405 Mgr Pascal Place Prince Albert SK S6V 5J1	Mitchell Holash Harrandence Logue Holash Harlon Building P.O. Box 2080 1102 1st Avenue West Prince Albert SK S6V 6V4 (306) 764-4244 (phone) (306) 764-4949 (fax)
24.	**The Sisters of St. Joseph of Sault St. Marie** 2025 Main Street West	Charles Gibson

	Name and address of Catholic Entities	Address for Service
	North Bay ON P1B 2X6	Vincent Dagenais Gibson LLP 600-325 Dalhousie Street Ottawa ON K1N 7G2 (613) 241-2701 Ext 232 (phone) (613) 241-2599 (fax)
25.	**Les Soeurs de la Charité d'Ottawa - Sisters of Charity of Ottawa** 9 rue Bruyere Ottawa ON K1N 5C9 (613) 241-2710 (phone) (613) 241-7139 (fax)	Pierre Champagne/Ron Caza Heenan Blaikie 55 Metcalfe St. Suite 300 Ottawa ON K1P 6L5 (613) 236-0596 (phone) (613) 236-9632 (fax)
26.	**Oblates of Mary Immaculate - St. Peter's Province** 100 Main Street Ottawa ON K1S 1C2	William Sammon Barnes Sammon LLP 200 Elgin Street Suite 400 Ottawa ON K2P 1L5 (613) 594-8000 (phone) (613) 235-7578 (fax)
27.	**The Sisters of Saint Ann** 1550 Begbie Street Victoria BC V8R 1K8	Patrick J. Delsey Law Corporation 1220 -1175 Douglas Street Victoria BC V8W 2E1 (250) 412-0531 (phone) (250) 412-0535 (fax)
28.	**Sisters of Instruction of the Child Jesus** Sisters of the Child Jesus 318 Laval Street Coquitlam BC V3K 4W4	Violet Allard Sugden McFee & Roos 700-375 Water Street Vancouver BC V6B 5N3
29.	**The Benedictine Sisters of Mt. Angel Oregon** 840 S. Main Street Mt. Angel OR 973262-9527 USA (503) 845-6141 (phone) (503) 845-6585 (fax)	Azool Jaffer-Jeraj Dohm Jaffer & Jeraj 202-1437 Kingsway Vancouver BC V5N 2R6 (604) 871-3550 (phone) (604) 871-3560 (fax)
30.	**Les Peres Montfortains** Maison Provinciale des Montfortains 6455, avenue Louis-Riel Montreal QC H1M 1P1	Bernie Buettner Harper Grey LLP 3200 Vancouver Street 650 West Georgia Street Vancouver BC V6B 4P7 (604) 687-0411 (phone) (604) 669-9385 (fax)
31.	**The Roman Catholic Bishop of Kamloops Corporation Sole** 635A Tranquille Road	John Hogg

	Name and address of Catholic Entities	Address for Service
	Kamloops BC V2B 3H5 (250) 376-3351 (phone)	Morelli Chertkow LLP Suite 300, 180 Seymour Street Kamloops BC V2C 2E3 (250) 374-3344 (phone) (250)374-1144 (fax)
32.	**The Bishop of Victoria, Corporation Sole** The Roman Catholic Bishop of Victoria (name in most of the litigation) 1 - 4044 Nelthorpe Street Victoria BC V8X 2A1	Frank D. Corbett Jawl and Bundon 4th Floor, 1007 Fort Street Victoria BC V8V 3K5 (250) 385-5787 (phone) (250) 385-4354 (fax)
33.	**The Roman Catholic Bishop of Nelson Corporation Sole** 402 West Richards Street Nelson BC V1L 3K3 (250) 354-4740	John Hogg Morelli Chertkow LLP Suite 300 180 Seymour Street Kamloops BC V2C 2E3 (250) 374-3344 (phone) (250) 374-1144 (fax)
34.	**Order of the Oblates of Mary Immaculate in the Province of British Columbia** The OMI in B.C.; St. Paul's Province 1311 The Crescent Vancouver BC V6H 1T7 (604) 736-9363 (phone)	Fr. Terry McNamara OMI 1311 The Crescent Vancouver BC V6H 1T7 (604) 736-9363 (phone)
35.	**The Sisters of Charity of Providence of Western Canada** Les Soeurs de Charite de la Providence des Territoires du Nord Ouest (predecessor) 3005 119 Street Edmonton AB T6J 5R5	Ray Baril, Q.C. Chomicki Baril Mah LLP 1201, 10088-102 Avenue Edmonton AB T5J 4K2 (780) 702-2317 (phone) (780) 420-1763 (fax)
36.	**La Corporation Episcopale Catholique Romaine de Grouard** Box 388 210 1st Street West McLennan AB T0H 2L0	Karen Trace McCuaig Desrochers LLP 2401 TD Tower 10088-102 Avenue Edmonton AB T5J 2Z1 (780) 426-4660 (phone) (780) 426-0982 (fax)
37.	**Roman Catholic Episcopal Corporation of Keewatin** P.O. Box 270	James Ehmann, Q.C.

	Name and address of Catholic Entities	Address for Service
	The Pas MB R9A 1K4	Kanuka Thuringer LLP 1400-2500 Victoria Avenue Regina SK S4P 3X2 (306) 525-7200 (phone) (306) 359-0590 (fax)
38.	**La Corporation Archiépiscopale Catholique Romaine de St. Boniface** 151 Avenue de la Cathdrale Winnipeg MB R2H 0H6	Rheal Teffaine R. E. Teffaine Law Corporation 247 Provencher Blvd Winnipeg MB R2H OG6 (204) 925-1900 (phone) (204) 925-1907 (fax)
39.	**Les Missionnaires Oblates de St. Boniface The Missionary Oblate Sisters of St. Boniface** 601 Aulneau St. Winnipeg MB R2H 2V5	Rheal Teffaine R. E. Teffaine Law Corporation 247 Provencher Blvd Winnipeg MB R2H OG6 (204) 925-1900 (phone) (204) 925-1907 (fax)
40.	**Roman Catholic Archiepiscopal Corporation of Winnipeg** 1495 Pembina Highway Winnipeg MB R3T 2C6	Bill Emslie, Q.C. Aikins, MacAulay & Thorvaldson LLP 30TH Floor – 360 Main Street Winnipeg MB R3C 4G1 (204) 957-4674 (phone) (204) 957-0840 (fax)
41.	**La Corporation Episcopale Catholique Romaine De Prince Albert** 1415 4th Avenue West Prince Albert SK S6V 5H1	Mitchell Holash Harrandence Loque Holash Harlon Building P.O. Box 2080 1102 1st Avenue West Prince Albert SK S6V 6V4 (306) 764-4244 (phone) (306) 764-4949 (fax)
42.	**The Roman Catholic Bishop of Thunder Bay** 1222 Reaume Street Thunder Bay ON P7B 1C4 P.O. Box 10400 Thunder Bay ON P7B 6T8	John Cyr Weiler Maloney Nelson 1001 William Street, Suite 201 Thunder Bay ON P7B 6M1 (807) 625-8880 (phone) (807) 623-4947 (fax)
43.	**Immaculate Heart Community of Los Angeles CA** Sisters of the Most Holy Immaculate Heart	Mark Rowan

	Name and address of Catholic Entities	Address for Service
	of the Blessed Virgin Mary	Watson Goepel Maledy LLP 1700 – 1075 West Georgia Street Vancouver BC V6E 3C9 (604) 642-5656 (phone) (604) 683-8328 (fax)
44.	**Archdiocese of Vancouver** **The Roman Catholic** **Archbishop of Vancouver**	Mary Margaret MacKinnon 150 Robson Street Vancouver BC V6B 2A7 (604) 844-5537 (phone) (604) 688-1315 (fax)
45.	**Roman Catholic Diocese of Whitehorse** The Catholic Episcopal Corporation of Whitehorse 406 Steele Street Whitehorse Yukon Y1A 2C8 (867) 667-2437 (867) 667-4713	Azool Jaffer-Jeraj Dohm Jaffer & Jeraj 202-1437 Kingsway Vancouver BC V5N 2R6 (604) 871-3550 (phone) (604) 871-3560 (fax)
46.	**The Catholic Episcopale Corporation of Mackenzie**	Karen Trace McCuaig Desrochers LLP 2401 TD Tower 10088-102 Avenue Edmonton AB T5J 2Z1 (780) 426-4660 (phone) (780) 426-0982 (fax)
47.	**The Roman Catholic Episcopal Corporation of Prince Rupert** P.O. Box 7000 Prince George BC V2N 3Z2	Gary R. Brown Hope Heinrich Barristers and Solicitors 1598 6th Avenue Prince George BC V2L 5G7 (250) 563-0681(phone) (250) 562-3761 (fax)
48.	**OMI Lacombe Canada Inc.** Office of the Treasurers 151 Laurier Avenue East Ottawa ON K1N 6N8 (613) 230-2225 (phone) (613) 230 -2948 (fax) Timothy Coonen, OMI	David Stack McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)

SETTLEMENT AGREEMENT

THIS AGREEMENT ENTERED INTO THIS _____DAY OF _____, 2006

Between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY
THE MINISTER RESPONSIBLE FOR
INDIAN RESIDENTIAL SCHOOLS RESOLUTION CANADA
(hereinafter referred to as the "Government")

and

THE UNITED CHURCH OF CANADA,
(hereinafter referred to as the Church)

WHEREAS the Government and the Church participated in developing and operating residential schools for Aboriginal children in Canada;

AND WHEREAS former residential school students have alleged abuse and other wrongs against the Government and the Church;

AND WHEREAS the Government and the Church have both expressed regret for the unintended harm to Aboriginal people incurred at residential schools;

AND WHEREAS the Government and the Church desire a fair, comprehensive and lasting resolution of the legacy of Indian Residential Schools directed to, among other things, healing and reconciliation and payment of compensation for validated claims;

AND WHEREAS former students who were abused at residential schools should receive Compensation for injuries resulting from Validated Claims;

AND WHEREAS the Government and the Church recognize that court proceedings can be adversarial, lengthy and costly and often not the best way to resolve abuse claims;

AND WHEREAS the Government and the Church have been and remain committed to working jointly with Claimants to employ fair, safe, effective and timely processes to validate and resolve IRS Abuse Claims, which processes will seek to avoid causing additional trauma for Claimants while also protecting the reputations of named abusers from unfounded allegations;

AND WHEREAS representatives of the Government and Church are parties to an Agreement in Principle amongst themselves, plaintiffs, the AFN and certain other

religious denominations dated November 20, 2005 in which the parties have agreed to enter into a final settlement agreement to give effect to the Agreement in Principle;

THIS MEMORANDUM WITNESSETH:

PART I
DEFINITIONS

1.1 The following definitions apply throughout this Agreement, and, unless specifically defined therein, in any subsequent documents entered into in furtherance of its objectives:

"Aboriginal Healing Foundation" or "AHF" means the non-profit corporation established under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32to address the healing needs of Aboriginal people affected by Indian Residential Schools.

"Agreement", "hereto", "herein", and similar expressions refer to this Agreement and any amendments thereto, and include all schedules attached to this Agreement.

"Agreement in Principle" means the agreement signed on November 20, 2005 between the Government as represented by The Hon. Frank Iacobucci, IRS plaintiffs, the AFN, the Church, other religious denominations, and others.

"Approval Orders" means the judgments or orders of the courts certifying the Class Actions and approving the Indian Residential Schools Settlement Agreement pursuant to the applicable class proceedings legislation or the common law.

"Assembly of First Nations" or "AFN" means the national representative organization of the First Nations in Canada created by Charter of its members in 1985.

"Catholic Settlement Agreement" means the agreement entered into between certain Catholic Entities, the ● Corporation and the Government dated ● , 2006.

"Church" means The United Church of Canada, founded pursuant to a covenant formed between the members of its founding churches, and was incorporated between 1924 and 1926 by the Parliament of Canada, S.C. 1924 c. 100, and the Legislatures of various provinces. The statutes adopted the said covenant and were and are each known as *The United Church of Canada Act*.

"Claimant" means an individual who is entitled to make a claim under the Dispute Resolution Model or Independent Assessment Process established under the Indian Residential Schools Settlement Agreement or a former student of an IRS or

other person who opted out of the Settlement Agreement and has made an IRS Abuse Claim.

"Compensation" means damages, Costs and interest as awarded or agreed upon payable to a Claimant in an IRS Abuse Claim.

"Costs" means assessed costs, agreed upon costs, or DRM or IAP costs payable to a Claimant in an IRS Abuse Claim.

"Dispute Resolution Model" or "DRM" means the out of court process for the resolution of IRS Abuse Claims announced by the Minister Responsible for Indian Residential Schools Canada on November 6, 2003, as amended from time to time.

"Government" means the Government of Canada.

"Independent Assessment Process" or "IAP" means the process for validating and providing compensation for certain proven abuse claims as set out in Schedule B to the Agreement in Principle, as modified by the Approval Orders or thereafter in accordance with a procedure approved by those judgements.

"IAP Claim" means a claim resolved through the IAP established by the Approval Orders.

"In-Kind Services" includes in-kind services, contributions, commitments or programs as the context may require.

"Indian Residential School" or "IRS" means one or more of the Indian Residential Schools set out in Schedule "A" hereto, and any other school added to such list pursuant to the process set out in the Indian Residential Schools Settlement Agreement provided that the Church had a presence or was associated with such school.

"Indian Residential Schools Settlement Agreement" or "IRSSA" means the Settlement Agreement dated ● , 2006 (made between Canada; certain Plaintiffs, as represented by the National Consortium, the Merchant Law Group and independent counsel; the AFN; Inuit representatives; and the Church Organizations as defined in the IRSSA) as approved by the Approval Orders.

"IRS Abuse Claim" means a continuing claim as defined for the IAP, or outside of the IAP, means a claim for Compensation for the mistreatment or neglect of a child arising from, or connected to, the operation of an Indian Residential School, other than a claim arising from the alleged loss or diminution of aboriginal language or culture (which is a continuing claim as defined for the IAP) that is founded on:

one or more intentional torts such as physical or sexual assault, forcible confinement or the intentional infliction of mental suffering where the Government or the Church has or accepts vicarious liability;

negligence or breach of fiduciary duty where the Government or the Church has or accepts any part of the legal responsibility;

any other head of liability recognized by the courts as of the date this Agreement comes into force, where the Government or the Church has or accepts any part of the legal responsibility.

"Other Released Claim" means any claim deemed to have been released pursuant to the Class Action Judgments.

"United Church Healing and Reconciliation Service and Evaluation Committee" or "UCHRSEC" means the Committee established in Schedule B to this Agreement,

"Validated Claim" means an IRS Abuse Claim that has been found to be proven:

by a final decision of a DRM, the IAP or a court; or

as a result of an assessment conducted by Government counsel in accordance with this Agreement, including the principles set out in Part III hereof

and "Validation" means any of the above methods used to decide if an IRS Abuse Claim is a Validated Claim.

1.2 For greater certainty, for purposes of this Agreement the definitions in this Agreement prevail over those used in the IRSSA. Where a word or term is capitalized in this Agreement and not herein defined, then the definition in the IRSSA applies unless the context requires otherwise.

1.3 The following Schedules are appended to this Agreement and are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement:

Schedule A, Indian Residential Schools Related to the United Church;

Schedule B, Healing and Reconciliation and In-Kind Services Criteria; and

Schedule C, Full and Final Release of Claims by Persons who Opt Out of the IRSSA.

PART II
COMING INTO FORCE

2.1 This Agreement comes into force and will become effective and binding on the parties on the Implementation Date (see Article 1.01 of the IRSSA). For greater certainty, if the IRSSA does not become effective and binding, then this Agreement has no force and effect.

PART III
DEFENCE AND RESOLUTION OF IRS ABUSE CLAIMS

3.1 As long as there is a prospect of settling a claim solely on the basis of the allegations which fall within the definition of an IRS Abuse Claim, it is to be treated as such for the purposes of this Agreement notwithstanding the fact that claims arising from alleged loss or diminution of aboriginal language or culture or other claims falling outside the definition are also being made.

3.2 It is the Government's intention to defend or resolve all IRS Abuse Claims in which it is a named party. For claims based on intentional torts arising prior to May 14, 1953, the Government will assert immunity if the matter proceeds to trial and will play no role in the defence after a court finds such immunity. The Government will provide written notice of its intention to the Church not later than 120 days before the start of such trial, and the Church will defend the claims or otherwise settle them.

> 3.2.1 The Government agrees to wholly indemnify the Church for all Compensation paid to a Claimant pursuant to this Section or Section 5.2.; and
>
> 3.2.2 The Government will further indemnify the Church for legal fees and expenses incurred by the Church in defending an IRS Abuse Claim based on an intentional tort arising prior to May 14, 1953 for the period of time from and after a court has dismissed the claim against the Government based on Crown immunity to date of the resolution of the claim. The indemnification will be in an amount as agreed between the Government and Church, or as determined in accordance with Part VI hereof. In the event of resort to Part VI the parties and any Mediator appointed under Section 6.6 shall have regard to the rules, principles and case law that would apply in the taxation of a solicitor and own client account in the province or territory where the claim was brought.

3.3 The Church will cooperate in the validation and resolution of all IRS Abuse Claims against it, whether advanced within or outside the IAP, and may elect to participate at its own expense in the validation and resolution of any claim, or certain aspects of it, and reconciliation, subject to any applicable rules and procedures. In the case of a claim being resolved through the IAP, the Church's rights to participate and obligations are as set out therein.

3.4 The Government agrees to co-operate with the Church to minimize the circumstances in which a Claimant pursues independent causes of action or theories of liability against the Church in an IRS Abuse Claim.

3.5 The Government, where requested by the Church, shall provide disclosure of and production of relevant files and documents to counsel for the Church and its researchers and/or experts, excepting files and documents with respect to which solicitor-client privilege or other lawful privilege applies and is asserted and subject to privacy concerns and legislation. Any information obtained from records pursuant to this section will be used exclusively for the DRM or IAP processes or the defence of the IRS Abuse Claim for which the information was sought unless otherwise agreed in writing.

3.6 The Government and the Church agree that instructions given to their respective counsel will be consistent with the terms and intent of this Agreement, and further accept and acknowledge that their respective representatives and counsel are instructed by, act for, and represent only their principal.

3.7 The Government and the Church will within sixty (60) days of the coming into force of this Agreement withdraw any third party claim or cross claim against each other in IRS Abuse Claims on a reciprocal, without costs basis, other than in a class action or representative proceeding which includes allegations beyond IRS Abuse Claims, and will refrain from issuing such claims in the future, except in a class action or representative proceeding which includes allegations beyond IRS Abuse Claims.

3.8 The provisions of Appendices III and IV of the IAP apply to the collection and submission of documents and to the participation and evidence of an alleged perpetrator in IAP.

3.8A The Church will provide documents to the Government as required to assist with validation of applications for the Common Experience Payment (CEP) as that term is defined in the IRSSA.

3.9 In litigation and, subject to the provisions of Appendices III and IV of the IAP, in IAP, where the Church elects not to participate in the validation or resolution of IRS Abuse Claims, then the Church will at its own expense:

> 3.9.1 Comply with all reasonable requests from the Government for information during the proceedings;
>
> 3.9.2 Provide counsel for the Government and its researchers and experts with full access to all relevant files and databases, excepting documents with respect to which solicitor-client privilege or other lawful privilege applies and is asserted. Any information obtained from records pursuant to this section will be used exclusively for the DRM or IAP processes or for the defence of the IRS Abuse Claim for which the information was sought unless otherwise agreed in writing;

3.9.3 Participate, through one or more representatives, to the extent consistent with its values and traditions in any apologies, reconciliation or closure ceremonies that are agreed to as part of the resolution of an IRS Abuse Claim, and, provided the terms of this Agreement have been followed, support the result achieved as if they had been represented by counsel and had defended the Claim;

3.9.3.1 For greater certainty, the Church is responsible for the expense of participation by its representative at the event or ceremony, but is not responsible for any of the expense of the event or ceremony itself;

3.9.4 Provide disclosure and production of relevant documents in its possession or control, and provide witness statements on request;

3.9.5 Attend, as appropriate, at the discovery of their witnesses, and otherwise facilitate the testimony of witnesses within its employ; and

3.9.6 Accommodate a Claimant's reasonable request that a representative of the United Church attend a hearing while a Claimant is giving evidence or otherwise relating his or her experience at an IRS.

3.10 In IAP, where the Church elects not to participate in the validation or resolution of IRS Abuse Claims and subject to Appendix III of the IAP:

3.10.1 Provided a witness statement is submitted in advance, or the individual provides a full interview to the Government, the Government will pay the reasonable travel and accommodation costs of a member, employee or former employee of the Church to appear at a DRM or an IAP hearing. In other proceedings involving IRS Abuse Claims, the Government will only be responsible for any expense related to the participation of the member, employee or former employee of the Church where the Government requires the participation of such member, employee or former employee for its own purposes; and

3.10.2 Subject to Section 3.11, the Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement.

3.11 Notwithstanding anything to the contrary in the Settlement Agreement or the IAP, it is agreed that in IAP Claims in which the Church is financially contributing to the Compensation paid to a Claimant, the Government will, at the sole discretion of the Church, require the claim to proceed to a hearing. In the event that the Church insists that a hearing proceed in this manner, the Church will pay 50% of the reasonable process costs of that hearing.

3.11.1 In an IAP Claim in which the Church is not financially contributing to any resulting award, the Government agrees to consult with the Church prior to settling the claim.

3.12 Where a trial is held in a matter arising under the IAP, neither the Government nor the Church will rely upon the defence of limitations or the doctrine of laches or other defence not going to the merits. This section does not apply to claims by a plaintiff who has opted out of the IRSSA.

3.12.1 Where an opt-out claim can be settled, the Government and the Church agree that it will be resolved without regard to possible defences which do not go to the merits, such as limitations or laches. Should such a claim proceed to trial, Crown immunity, where applicable, will be asserted by the Government, and the Church will be free to determine the defences it will assert.

3.13 The Government will in a timely manner provide the Church with copies of IRS Statements of Claim served on the Government, and copies of Notices of Examinations it serves on IRS Claimants, in order to facilitate informed decisions about potential participation by the Church.

3.14 Where IRS Abuse Claims are being advanced in litigation, the Government and the Church will each notify the other of any settlement overtures from claimants.

3.15 Where the Church receives from the IAP Secretariat a copy of a Claimant's IAP application or receives from the Government a copy of an application to the DRM, the Church agrees to be bound by trust conditions imposed on it with respect to confidentiality or, if it does not so agree in one or more instances, to return the document(s) without copying, reading or making use of it in any way.

3.16 Releases by Class Members, Cloud Class Members and Non-resident Claimants are as provided for in the IRSSA, specifically Articles 4.06, 11.01, 11.02 and Schedule P, and the Approval Orders. As part of any resolution of a claim brought by any person not bound by the IRSSA arising out of or in relation to an Indian Residential School or the operation generally of Indian Residential Schools, the Government will concurrently secure from the claimant a dismissal of the claim and release for itself and the Church from any and all past, present and future claims, whether or not now known to or existing at law, arising from or connected to, directly or indirectly, an Indian Residential School.

3.16.1 The release by a person not bound by the IRSSA shall be in the form attached as Schedule C.

3.17 The Church and Canada agree that they will bring no action or claim whatsoever against the other or its counsel related in any way to the validation or resolution of any DRM, IAP or opt-out claims, and agree that this section shall operate as a full and complete defence to any such claim and that each of them shall be barred from recovering as against the other any and all amounts claimed by way of damages, interest,

costs or expenses in any way related to such claims. The parties further agree to indemnify each other for any and all costs, expenses and damages suffered by each of them as a result of such action or claim being brought against the other or its counsel by them.

3.18 Section 3.17 does not operate to prevent the Government or a Church from taking an action to enforce the provisions of this Agreement.

PART IV
HEALING AND RECONCILIATION AND FINANCIAL COMMITMENTS

4.1 The parties agree that the maximum the Church is required to contribute towards IRS Abuse Claims is $6,891,170 determined as follows:

> 4.1.1 $4,710,420, consisting of $2,529,670 in cash and $2,180,750 in In-Kind Services, which is the Church's proportionate amount of the dollar value of the cash and In-Kind Services contributions made in the Catholic Settlement Agreement (being $29,000,000 cash and $25,000,000 in-kind required of the Catholic Entities), plus
>
> 4.1.2 A maximum of $2,180,750, being the Church's proportionate amount of the Catholic Entities' commitment to use best efforts through a national campaign over seven years to raise $25,000,000, as set out in the Catholic Settlement Agreement. The seven year period commences on the day following the coming into force of the Catholic Settlement Agreement.
>
> > 4.1.2.1 Of the $2,180,750, set out in section 4.1.2, the Church will pay $1,744,600 regardless of the amount raised by the Catholic Entities through the national campaign, and will pay a further $436,150 upon the Catholic Entities raising over $20,000,000.
> >
> > 4.1.2.2 The Church shall satisfy its In-Kind Services contribution over a maximum of ten years from March 31, 2005.

4.2 Except as provided in Section 5.2 of this Agreement, the Church will have no further obligation to pay Compensation for IRS Abuse Claims beyond the amounts set out in Section 4.1.

> 4.2.1 For greater certainty, the Government agrees that it will be responsible for all further Compensation under the DRM and IAP, and all settlements and judgments for IRS Abuse Claims in the IAP or by opt-out claimants save for claims for alleged loss of language and culture by opt-out claimants.

4.3 Notwithstanding Sections 4.1, 4.2 and 5.1 the Church retains the right, in its sole discretion, to make some or all of its In-Kind Services contribution in cash and the further

right, in its sole discretion, to make additional cash or In-Kind Services contributions above and beyond what is required under this Agreement.

4.4 The parties agree that as at November 20, 2005 the sum of $5,444,420 has been paid by the Church in Compensation to Claimants for Validated Claims.

4.5 Within 60 days of this Agreement coming into force, the Government and the Church will agree on the amount of Compensation paid by the Church between November 20, 2005 and the date this Agreement comes into force (the "transition period"). Within 60 days of such agreement, the Government will pay to the Church:

> 4.5.1 the amount of Compensation, not to exceed $1,010,600, paid by the Church for Compensation between November 20, 2005 and the date of this Agreement coming into force, which amount will be irrevocably committed for funding of the UCHRSEC and paid out in accordance with the terms of Schedule B; (the "Committed UCHRSEC Amount"); and
>
> 4.5.2 the amount of Compensation paid by the Church between November 20, 2005 and the date of this Agreement coming into force, which exceeds $1,010,600.

4.6 The amount of $5,444,420 as set out in Section 4.4 plus the amount determined in accordance with Section 4.5 shall be a credit to the Church as against the amounts required to be paid or In-Kind Services to be provided in accordance with Sections 4.1, 4.7, 4.8 and 4.9.

4.7 The amount to be drawn down under the credit established by Section 4.6 or paid by the Church after the credit is exhausted, as the case may be, up to the maximum of $6,891,170 to be contributed by the Church will be determined as follows:

> 4.7.1 The aggregate of $4,710,420 and $1,744,600 (from sections 4.1.1 and 4.1.2.1), being $6,455,020, minus the amount determined under section 4.5; plus
>
> 4.7.2 The amount raised by the Catholic Entities through the national campaign that exceeds $20,000,000 and up to $25,000,000 multiplied by 0.08723.
>
> 4.7.3 For purposes of calculations under this Agreement, the Catholic fundraising campaign will terminate seven years from the date this Agreement comes into force or such longer period as may be agreed to by the Church and Government, but in no case shall the period exceed 10 years from the coming into force of this Agreement.
>
> 4.7.4 No later than sixty days after the date on which the amount raised by the Catholic Entities through the national campaign exceeds $20,000,000 the Government will deliver a statement to the Church containing sufficient

information to enable the Church to verify the amount raised by the Catholic Entities.

4.8 Any amount required to be paid by the Church or In-Kind Services to be provided may be satisfied by making grants for healing and reconciliation in accordance with Schedule B, and a corresponding credit given against the payments or In-Kind Services required under Section 4.1.

4.8.1 All decisions concerning the eligibility of grants for healing and reconciliation shall be made by the United Church Healing and Reconciliation Service Evaluation Committee ("UCHRSEC") established in accordance with Schedule B hereto.

4.8.2 The reasonable administration costs of operating the Committee may, with the consent in writing of the Government be paid from amounts that would otherwise be applied to grants or In-Kind Services. The Government may not unreasonably withhold the consent referred to in this Section.

4.9 Any amount required to be paid by the Church may be used to contribute to the Compensation payable to a Claimant for an IRS Abuse Claim, and the Government contribution to such Compensation shall be accordingly reduced. In such case, there shall be a credit given to the Church against the payments or In-Kind Services required under Section 4.1. The credit shall be in the amount of contribution by the Church to the Compensation to the Claimant.

4.9.1 The Church agrees to provide reasonable notice to the Government in advance of finalization of settlement documentation of its intention to invoke this Section in any Validated Claim.

4.10 The occurrence of any of the following events or conditions will be a default:

4.10.1 If monies are not paid or In-Kind Services provided pursuant to the terms of this Agreement; or

4.10.2 Amalgamation with another entity on terms which do not provide that the amalgamated entity assumes the liabilities and obligations of the Church under this Agreement, the Settlement Agreement and Approval Orders, or becoming insolvent or bankrupt or making a proposal or filing an assignment for the benefit of creditors under *The Bankruptcy and Insolvency Act* or similar legislation in Canada or any other jurisdiction, or ceasing doing business, or winding up, unless prior to such amalgamation, insolvency, bankruptcy, or assignment to another entity that is solvent and with sufficient funds to satisfy the obligations of the Church assumes the obligations of the Church under this Agreement, the Settlement Agreement and Approval Orders.

4.11 In the event of default as defined in Section 4.10, in addition to any other rights or remedies to which the Government may have against the Church by law, the Government may:

4.11.1 Pursue remedies under Part V in an expedited manner, and failing resolution under Part V make a summary application to court for a remedial order.

PART V
APPORTIONMENT AND PAYMENT OF COMPENSATION

5.1 Subject to the rights of the Church in Section 4.3, where an IRS Abuse Claim is resolved after the coming into force of this Agreement the Government will pay in full all Compensation payable for such claim, and the Church shall bear no responsibility to pay any part of such Compensation.

5.1.1 For greater certainty, it is agreed that all Compensation for IRS Abuse Claims paid by the Church as of the coming into force of this Agreement shall remain undisturbed, and the amount thereof as determined under Section 4.5 shall be credited against the amounts set out in Section 4.1.

5.2 Notwithstanding Section 5.1, where all or part of the Compensation awarded at a trial relates only to an intentional tort committed prior to May 14, 1953, the Church shall pay 100% of the Compensation that relates to such intentional tort, and Section 5.1 shall apply only to the balance of such Compensation if any. The provisions of Section 3.2 and 5.6 shall apply to the amount of Compensation paid by the Church under this section so as to indemnify the Church in a timely way.

5.3 Following the coming into force of this Agreement, the Government will, at the request of a claimant whose IRS Abuse Claim was settled by the Government without contribution from the Church, on terms which do not release the Church from potential liability to the Claimant, and for an amount representing a fixed reduction from the assessed Compensation, offer to pay the balance of the assessed Compensation to the Claimant. Provided, however, that no amount shall be paid to a Claimant pursuant to this section until the Claimant agrees to accept such amount in full and final satisfaction of his or her claim against the Church and Government and to release them.

5.4 The liability of the Church for all Compensation for IRS Abuse Claims is discharged by its full compliance with the terms of this Agreement, and that thereafter the Government will not require further monies be paid or In-Kind Services be provided by the Church.

5.5 In the event that terms of this Agreement are fully complied, then notwithstanding anything to the contrary herein or elsewhere contained, the Government will release and forever discharge the Church from any and all causes of action, claims or demands for damages for IRS Abuse Claims or other claims included in Approval Orders. In such event the Government will also agree not to make any claims or demands or commence,

maintain or prosecute any action, cause or proceeding for damages, compensation, loss or any other relief whatsoever against the Church arising directly or indirectly from any IRS Abuse Claim or other claims included in the Approval Orders.

5.6 The Government agrees that full compliance by the Church with this Agreement shall operate conclusively as an estoppel in the event of any such claim, action or proceeding and may be pled as such, and further agrees to indemnify and save harmless the Church from any and all claims or demands for damages and assessed costs and disbursements payable to any party other than the Church in any IRS Abuse Claim or other claim included in the Approval Orders.

PART VI
RESOLUTION OF DISPUTES CONCERNING THIS AGREEMENT

6.1 The Government and the Church share the following objectives in the implementation of the Agreement, namely to:

6.1.1 co-operate with each other to develop harmonious working relationships;

6.1.2 prevent, or, alternatively, to minimize disagreements;

6.1.3 identify disagreements quickly and resolve them in the most expeditious and cost-effective manner; and

6.1.4 resolve disagreements in a non-adversarial, collaborative and informal atmosphere.

6.2 If any dispute arises out of, or has arisen relating to this Agreement, or the breach, validity or interpretation or subject matter thereof, they will endeavor diligently to settle a dispute through good faith negotiations.

6.2.1 Section 6.2 does not abrogate the rights to terminate this Agreement set out in Section 4.11, nor the right to seek specific performance as set out in Section 6.7.

6.2.2 Where a dispute arises out of or relating to the production of documents to the Truth and Reconciliation Commission by the Church under Section 2.10, the Truth and Reconciliation Commission and the Church shall resolve their dispute in accordance with this Part, and for this limited purpose the parties to this Agreement and the Truth and Reconciliation Commission have standing and rights and obligations under this Part.

6.3 If the Government and the Church do not resolve all issues in dispute during the course of, or as a result of the negotiations, their rights with respect to the remaining unresolved issues shall remain unaffected by the negotiations in any subsequent proceeding.

6.4 Within sixty (60) days of the execution date of this Agreement the Government and the Church shall each appoint one person as their Nominee to an Implementation Steering Committee for the purpose of overseeing the administration and interpretation of the provisions of this Agreement and shall provide in writing the name of their Nominee to the other.

6.5 The two Nominees constituting the Implementation Steering Committee shall meet in the Province of Ontario, or otherwise in Canada as agreed, at least once each calendar year during the currency of this Agreement. The purpose of each meeting will be to review performance under this Agreement, and to resolve by consensus all disputes that arise or have arisen in the interpretation and implementation of this Agreement. The minutes of such meetings shall be signed by each Nominee at the conclusion of the meeting and filed with the Government and the Church.

6.6 If the Government and the Church are unable to resolve the dispute through negotiations within 120 days, either may request the commencement of mediation to resolve the dispute. The Mediator would be a third party neutral, who has no authority to resolve the dispute, but would facilitate resolution.

6.6.1 The mediation will be conducted by one Mediator jointly agreed upon by the Government and the Church.

6.6.2 The Government and the Church will make a serious attempt to resolve the dispute through mediation by:

6.6.2.1 identifying underlying interests;

6.6.2.2 isolating points of agreement and disagreement;

6.6.2.3 exploring alternative solutions;

6.6.2.4 considering compromises or accommodations; and

6.6.2.5 co-operating fully with the mediator and giving prompt attention to, and responding to all communications from the mediator.

6.6.3 The Government or the Church may withdraw from mediation at any time by giving at least 21 days written notice of its intention to the other and the Mediator.

6.7 Notwithstanding Section 6.6, the Government may by notice in writing request that the Church comply with a commitment made in this Agreement.

6.7.1 Where the Government has delivered a written request to the Church in accordance with this Agreement to have the recipient comply with such request

within 60 days and the request has not been complied with, the Government may apply by way of summary application to a court of competent jurisdiction where the the Church is located for a mandatory order that they immediately comply with their obligation.

6.7.2 The Church may file responding materials to the summary application and the rules of the court having jurisdiction will thereafter determine the process to be followed in determining the summary application.

6.7.3 If the court hearing the summary application finds that the Church has failed to comply with its obligations under this Agreement the court may order that they immediately comply with its obligations.

PART VII
GENERAL

7.1 Notice shall be given, save as otherwise specifically provided, in writing addressed to the party for whom it is intended and shall be deemed received by the other party on the day it is signed for if sent by certified mail, and if sent by facsimile or email, it shall be deemed received on the business day next following the date of transmission. The mailing, facsimile and email addresses of the Parties shall be:

7.1.1 As to the Church:

General Council Officer, Residential Schools,
The United Church of Canada,
Suite 300 – 3250 Bloor Street West,
Toronto, Ontario, M4E 3H8

Fax: 416 231 3103

Copy to:

Legal/Judicial Counsel,
The United Church of Canada,
Suite 300 – 3250 Bloor Street West,
Toronto, Ontario, M4E 3H8

Fax: 416 232 6006

7.1.2 As to the Government:

Deputy Head,
Indian Residential Schools Resolution, Canada,
3rd floor, 90 Sparks Street
Ottawa, Ontario

K1A 0H4

Fax: 613 996 2811

Copy to:

Department of Justice Legal Services,
5rd floor, 90 Sparks Street
Ottawa, Ontario, K1A 0H4

Attention: Senior Counsel

Fax: 613 996 1810

Copy to:

Deputy Attorney General of Canada,
Department of Justice Building
284 Wellington Street
Ottawa, Ontario, K1A 0H8

Attention: Assistant Deputy Attorney General, Aboriginal Law

Fax: 613 996 4737

or any other mailing, facsimile or email addresses as the Parties from time to time may notify each other of in writing.

7.2 This Agreement shall be binding on and enure to the benefit of the Church and its successors and assigns and the Government.

7.3 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction that governs the interpretation, applicability or enforceability of this Agreement shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.

7.4 No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated by this Agreement, nor any consent to any departure by a party to this Agreement or their representative shall in any event be effective unless it is in writing and signed by the parties to this Agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.

7.5. No waiver or act or omission of a party to this Agreement shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by that party of any provision of this Agreement or the results or the rights resulting from it.

7.6 Time shall be of the essence in this Agreement.

7.7 No Member of the House of Commons or Senate may participate in or derive a benefit through this Agreement other than as a member or officer of the Church or as a Claimant.

7.8 This Agreement constitutes the entire Agreement among the Parties and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal in respect of it.

7.9 This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is to be construed as limiting, waiving or derogating from any federal Crown prerogative.

7.10 The Government and the Church acknowledge that the participation in the negotiations leading to the execution of this Agreement, and the execution of this Agreement, does not constitute any admission by the Government or the Church that they have any legal or financial liability to any party in relation to claims arising from or connected to the operation of an IRS. The Government and the Church agree that they will not advance as evidence or argument in any legal claim against each other in relation to claims arising from or connected to the operation of an IRS, the negotiations leading to and the execution of this Agreement.

7.11 This Agreement may be signed in counterparts.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective officers duly authorized as of the date stated above.

EXECUTED in the presence of:	)	THE UNITED CHURCH OF CANADA
	)	
	)	_____
_____	)	(*signature*)
As to The United Church of Canada's authorized signatory	)	
	)	_____
_____	)	(*name of person signing*)
Print Name	)	
	)	_____
_____	)	(*title*)
Address	)	
_____	)	I have the authority to bind the corporate
	)	entity
_____	)	
Occupation	)	

EXECUTED in the presence of:	)	**HER MAJESTY IN RIGHT OF CANADA**, as
	)	represented by the Minister of Indian Residential
	)	Schools Resolution Canada
	)	
	)	_____
	)	(*signature*)
_____	)	
As to the signature of Canada's	)	_____
representative	)	(*name of person signing*)
	)	
	)	_____
	)	Minister
	)	

SCHEDULE A

INDIAN RESIDENTIAL SCHOOLS RELATED TO THE UNITED CHURCH

At any and all times:

British Columbia

Cocqualeetza

Kitimaat

Alberta

Edmonton Indian Residential School

Morley Indian Residential School

Manitoba

Brandon Indian Residential School

Norway House Indian Residential School

Ontario

Mount Elgin Indian Residential School

After June 10, 1925:

British Columbia

Ahousaht Indian Residential School

Alberni Indian Residential School

Saskatchewan

File Hills Indian Residential School

Round Lake Indian Residential School

Manitoba

Portage la Prairie Indian Residential School

SCHEDULE B

HEALING AND RECONCILIATION AND IN-KIND SERVICES CRITERIA

1. The parties agree that there shall be a Committee known as the United Church Healing and Reconciliation Service Evaluation Committee ("the Committee") which shall be responsible to approve In-Kind Services to admissible programs in accordance with this Agreement.

2. The Committee shall be composed of five members, one each appointed by the All Native Circle Conference of the Church, the B.C. Native Ministries Council of the Church, the General Council Executive of the Church, the AFN, and the Government.

3. As much as possible, the Committee shall make decisions by consensus. Where a consensus cannot be reached through reasonable discussion and compromise, decisions may be taken by a majority of the Committee's members.

4. The guiding objective of the Committee shall be to ensure that admissible programs and services are directed to healing and reconciliation for former Indian Residential School students and their families. For greater certainty, the parties recognize that programs and services aimed at the community level may be admissible to the extent that the Committee is satisfied that the programs or service benefits are reasonably connected with healing and reconciliation for IRS students and their families.

5. Where an existing program or service is proposed, the Committee may certify the program or service to the extent that the committee believes that the program or service or some part thereof is new or would not otherwise continue.

6. Programs and services must be open to all Aboriginal people regardless of denomination.

7. In addition, the Committee shall consider the following criteria to applications for grants and for the approval of In-Kind Services.

a) Do Aboriginal people have input in developing and delivery of the program?

b) Has the program been effective in the past?

c) To what extent are aboriginal communities involved in the program?

d) Does the program or service deal with former students, or their families and communities and the aftermath of IRS including providing assistance with the recovery of their histories?

e) What portion of the overall cost of the program addresses the social, psychological, and health issues without regard to religiosity?

8. Where the Committee approves a service or program as an admissible In-Kind Service, it shall assess the value in dollars of the program having regard to its actual cost and the market value of similar services. The lesser of these two amounts must be used unless there are compelling reasons to chose a higher amount.

9. The Committee shall require applicants to certify that no program proposed for in-kind eligibility has received funds drawn from the Church's contributions to healing and reconciliation under this Agreement. For greater certainty, this condition is only meant to ensure that services funded under the settlement (or portions thereof) are not counted as eligible In-Kind Services.

10. Notwithstanding section 5 of this Schedule, the Committee as an interim measure may credit the value of a program or service offered between March 31, 2005 and the coming into force of this agreement toward the In-Kind Service contribution provided that:

a) it meets the criteria set out in sections 6 and 7 of this Schedule;

b) the program or service did not exist before March 31, 2005 unless otherwise agreed to by Canada;

c) the same program or service cannot be certified for a period following the coming into force of this Agreement unless it can be shown that it would not otherwise continue; and

d) in no case shall the total amount credited for programs and services provided before the coming into force of this Agreement exceed $130,845.

11. The parties agree that the Committee may meet and make decisions under article 10 of this Schedule before the coming into force of this Agreement, and that following the coming into force of this Agreement the decisions the Committee makes in this period shall be ratified without further review and the costs and reasonable expenses incurred shall be reimbursed by the Church and to the credit of their debt under this Agreement. For greater certainty, should this Agreement not come into force the decisions made under articles 10 and 11 shall have no force or effect and the Church has no obligation to make reimbursement.

SCHEDULE C

FULL AND FINAL RELEASE IN CLAIMS BY PERSONS WHO OPT OUT OF THE IRSSA

IN CONSIDERATION of the payment of the sum of $10.00 and other good and valuable consideration, all inclusive, all of which is directed to be paid to my solicitors, _____, in trust:

1. I, _____, fully, finally and forever release and discharge, separately and severally, each of

    (a) Her Majesty the Queen in Right of Canada, the Attorney General of Canada, their predecessors, successors, transferees and assigns, and their Ministers, officers, employees, servants, partners, principals, attorneys, subrogees, representatives and agents; and

    (b) the [Church Organization] and its predecessors, successors, transferees assigns, and their officers, employees, members, servants, directors, shareholders, partners, principals, attorneys, insurers, subrogees, representatives, administrators, receivers and agents,

    (collectively the "Releasees") from any and all actions or causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which I ever had, now have or may in the future have against them (whether I now know about these claims or causes of action or not) arising from or in any way related to

    (a) my attendance, presence and/or experiences at any Indian Residential School; and

    (b) the operation of any Indian Residential School.

2. Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.

3. In addition, I fully, finally and forever release and discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against some or all of the Releasees, being [Court file no.] issued in the [Court Registry] of the [proper name of court], for compensation, damages and other relief relating to my attendance, presence and/or experiences at _____ Indian Residential School (the "Action"). I agree to the dismissal of the Action.

4. The claims and causes of action referred to in paragraphs 1 to 3 are referred to in this Release as "the Released Claims".

5. I will not make any further claims of any kind against the Releasees with respect to the Released Claims.

6. I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, the Releasees may rely on this Release as an estoppel and a complete defence to any such claim or action.

7. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.

8. I agree that I will not make any or continue any claim in relation to the Released Claims against any person or corporation who could claim for any or all of the damages, contribution or indemnity or other relief in respect of my claim from any of the Releasees whether pursuant to the provisions of the Negligence Act (Province or Territory) or its counterpart in other common law jurisdictions, the common law, or any other statue of any jurisdiction.

9. I further agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or government agency that arise out of or are in any way connected with payments made to me by that person, legal entity, government or government agency in relation to the Released Claims. This indemnity includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or government agency authority for any of the Released Claims that are criminal assaults.

10. If I later commence an claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this Release, as well as the details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.

11. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

12. I understand that the Releasees do not admit any liability to me by acceptance of this Release or by any payment that may be made to me.

I have signed this Release the ____ day of _____, 200_.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____ _____

Witness [Name of Releasor]

Address Seal

_____

_____

_____

Occupation

_____

SCHEDULE "P"

FULL AND FINAL RELEASE

IN CONSIDERATION of my acceptance into the Individual Assessment Process which appears as Schedule D to the Indian Residential Schools Settlement Agreement,

I, _____, fully, finally and forever release and discharge, separately and severally, each of

1. Her Majesty the Queen in Right of Canada, the Attorney General of Canada, their successors and assigns, and their Ministers, officers, employees, servants, and agents; and,

2. the [church entity];

(the "Releasees") from any and all actions or causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which I ever had, now have or may in future have against them (whether I now know about these claims or causes of action or not) arising from or related to

(a) My participation in a program or activity associated with or offered at or through any Indian Residential School, and

(b) The operation of Indian Residential Schools

provided that this Release shall not preclude my participation in the Individual Assessment Process in accordance with its terms.

2. Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.

3. [*where claimant has started an* action] In addition, I fully, finally and forever release and discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against the Attorney General of Canada and [*insert names of any other parties*], being [*Court File No.*] issued in the [*judicial district*] of the [*proper name of court*], for compensation and damages relating to my experiences at Indian Residential School (the "Action"). In consideration of my acceptance into the Individual Assessment Process, I agree to the dismissal of the Action.

4. The claims and causes of action referred to in paragraphs 1 and 2 [*or* 1, 2 and 3] are referred to in this Release as "the Released Claims".

5. I will not make any further claims of any kind against the Releasees with respect to the Released Claims.

6. I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, they may rely on this Release as an estoppel and a complete defence to any such claim or action.

7. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.

8. I agree that I will not make any or continue any claim in relation to the Released Claims against any person or corporation who could claim for any or all of damages, contribution or indemnity or other relief in respect of my claim from any of the Releasees whether pursuant to the provisions of the *Negligence Act (ON)* or its counterpart in other common law jurisdictions, the common law, or any other statute of any jurisdiction.

9. I further agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or

government agency that arise out of or are in any way connected with payments made to me by that person, legal entity, government or government agency in relation to the Released Claims. This indemnity includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or governmental authority for any of the Released Claims that are criminal assaults.

10. If I later commence a claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this Release, as well as details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.

11. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily for the purpose of obtaining the benefit of the Individual Assessment Process. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

12. I understand that Her Majesty the Queen does not admit any liability to me by acceptance of this Release or by any payment that may be made to me.

13. I understand that I am not an Eligible CEP Recipient within the meaning of the Indian Residential Schools Final Settlement Agreement, and that I am not entitled to receive and that I will not receive a Common Experience Payment as described in that Agreement.

I have signed this Release the _____ day of _____, 2006.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ _____ (SEAL)

Witness **[*Name of Releasor*]**

Address:

_____

_____

_____

SCHEDULE 'Q'

Travel Directive

(Publié aussi en français sous le titre Directive sur les voyages)

This Travel Directive was developed in partnership by employer and bargaining agent representatives at the National Joint Council. Its provisions form part of the collective agreements of the participating parties under the By-Laws of the National Joint Council. The provisions also apply to persons not covered by collective agreements as indicated in the Directive or by employer policy.

For more information on the National Joint Council, visit their web site at http://www.njc-cnm.gc.ca.

Note: You will require Internet capability to access the above site.

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Principles

The following principles were developed jointly by the Bargaining Agents representatives and the Employer side representatives to the National Joint Council. These principles are the cornerstone of managing government business travel and shall guide all employees and managers in achieving fair, reasonable and modern travel practices across the public service.

Trust – increase the amount of discretion and latitude for employees and managers to act in a fair and reasonable manner.

Flexibility – create an environment where management decisions respect the duty to accommodate, best respond to employees' needs and interests, and consider operational requirements in the determination of travel arrangements.

Respect – create a sensitive, supportive travel environment and processes which respect employees' needs.

Valuing people – recognize employees in a professional manner while supporting employees, their families, their health and safety in the travel context.

Transparency – ensure consistent, fair and equitable application of the policy and its practices.

Modern travel practices – introduce travel management practices that support the principles and are in keeping with travel industry trends and realities; develop and implement an appropriate travel accountability framework and structure.

General

Collective agreement

This directive is deemed to be part of collective agreements between the parties to the National Joint Council, and employees are to be afforded ready access to this directive.

Grievance procedure

In cases of alleged misinterpretation or misapplication arising out of this directive, the grievance procedure, for all represented employees within the meaning of the *Public Service Labour Relations Act*, will be in accordance with Section 14.0 of the *National Joint Council By-Laws.* For unrepresented employees the departmental grievance procedure applies. (revised April 1, 2005)

Effective date

This directive is effective on October 1, 2002.

Purpose and scope

The purpose of this directive is to ensure fair treatment of employees required to travel on government business consistent with the principles above. The provisions contained in this directive are mandatory and provide for the reimbursement of reasonable expenses necessarily incurred while travelling on government business and to ensure employees are not out-of-pocket. These provisions do not constitute income or other compensation that would open the way for personal gain.

Application

This directive applies to Public Service employees, exempt staff and other persons travelling on government business, including training. It does not apply to those persons whose travel is governed by other authorities.

Definitions

Accommodation *(logement)*

Commercial accommodation *(logement commercial)* - lodging facilities such as hotels, motels, corporate residences or apartments.

Government and institutional accommodation *(locaux d'hébergement du gouvernement et d'une institution)* - federal government training centers, universities, colleges, Canadian or foreign military establishments, DVA hospitals, trailers, tents and other facilities owned, controlled, authorized or arranged by the Crown, including other educational institutions that provide sleeping accommodation.

Private non-commercial accommodation *(logement particulier non commercial)* - private dwelling or non-commercial facilities where the traveller does not normally reside.

Comprehensive allowance *(indemnité globale)* – a daily allowance that may include some or all of meal costs, incidental expenses, transportation costs and accommodation expenses.

Declaration *(déclaration)* – a written statement signed by the traveller attesting to and listing the expenses for payment without receipt.

Dependant *(personne à charge)* – a person who resides full-time with the employee at the employee's residence and is

(a) the spouse of that employee, or

(b) the biological child, stepchild, adopted child including a child adopted by aboriginal people under the Custom Adoption Practice, or legal ward of that employee or of the employee's spouse who is both dependent on the employee for support and

(i) under 18 years of age, or

(ii) dependent on the employee by reason of mental or physical disability, or

(iii) in full-time attendance at a school or other education institution that provides training or instruction of an educational, professional, vocational or technical nature; or

(c) the parent, grandparent, brother, sister, uncle, aunt, niece, nephew or grandchild of that employee or of the employee's spouse who is both dependent on the employee for support and

(i) under 18 years of age, or

(ii) dependent on the employee by reason of mental or physical disability, or

(iii) is in full-time attendance at a school or other education institution that provides training or instruction of an educational, professional, vocational or technical nature.

Economy class *(classe économique)* – the standard class of air travel, including special discount fares. It excludes first class and business class or equivalents.

Employee *(fonctionnaire)* – a person employed in the Federal Public Service.

Employer *(employeur)* – Her Majesty in right of Canada as represented by the Treasury Board, and includes persons authorized to exercise the authority of the Treasury Board.

Government business travel *(voyage en service commandé)* – all travel authorized by the employer, and is used in reference to the circumstances under which the expenses prescribed in this directive may be paid or reimbursed from public funds.

Headquarters area *(zone d'affectation)* – spans an area of 16 kms from the assigned workplace using the most direct, safe and practical road.

Incidental expense allowance *(faux frais)*

Canada and Continental USA *(Canada et États continentaux des États-Unis)* – an allowance to cover the costs of items which can be attributed to a period in travel, but for which no other reimbursement or allowance is provided under this directive and to help off-set some of the expenses incurred as a result of having to travel. It includes but is not limited to such items as gratuities, laundry, dry cleaning, bottled water, phone calls home, grass cutting, snow removal, home security check, plant watering, mail services, pet care, telecommunications hook-ups and service, shipping of some personal effects.

International *(International)* – an allowance to cover the costs of items which can be attributed to a period in travel, but for which no other reimbursement or allowance is provided under this directive and to help off-set some of the expenses incurred as a result of having to travel. It includes but is not limited to such items as gratuities, laundry, dry cleaning, grass cutting, snow removal, home security check, plant watering, mail services, pet care, telecommunications hook-ups and service, shipping of some personal effects.

Receipt *(reçu)* – an original document or carbon copy showing the date and amount of expenditure paid by the traveller.

Spouse or common-law partner *(conjoint ou conjoint de fait)* –in accordance with the Modernization of Benefits and Obligations Act, the parties hereunder agree that:

(a) in the collective agreements reached between the parties, current references to the term "spouse" are replaced by the expression "spouse or common-law partner". The term "common-law partner" refers to a person living in a conjugal relationship with an employee for a continuous period of at least one year. The term "spouse" refers to the person married to the employee.

(b) for the purposes of the Foreign Service Directives, current references to the term "spouse" are replaced by the expression "spouse or common-law partner". The term "common-law partner" refers to a person living in a conjugal relationship with an employee for a continuous period of at least one year. This "spouse or common-law partner" must qualify as a dependent under the Foreign Service Directives. The term "spouse" refers to the person married to the employee.

Travel status *(déplacement)* – an absence from the traveller's headquarters area on government business travel.

Traveller *(voyageur)* – a person who is authorized to travel on federal government business.

Workplace *(lieu de travail)*

Permanent/Regular *(permanent/régulier)* – the single permanent location determined by the employer at or from which an employee ordinarily performs the work of his or her position or reports to.

Temporary *(temporaire)* – the single location where an employee is temporarily assigned to perform the work of his or her position or reports to within the headquarters area.

Part I
Administration

1.1 Authorization

1.1.1 The employer has the responsibility to authorize and determine when business travel is necessary, and to ensure that all travel arrangements are consistent with the provisions of this Directive. Following consultation between the employer and the employee, the determination of travel arrangements shall best accommodate the employee's needs and interests and the employer's operational requirements.

1.1.2 Business travel shall be authorized in advance in writing to ensure all travel arrangements are in compliance with the provisions of this directive. In special circumstances, travel shall be post authorized by the employer.

1.1.3 Expenses resulting from misinterpretations or mistakes are not a basis for reimbursement or non reimbursement. However, such situations shall be reviewed on a case by case basis.

1.2 Loyalty programs

1.2.1 Provided that there are no additional costs to the Crown, employees travelling on government business can join loyalty programs and retain benefits offered by the travel industry for business or personal use. Such privilege is conditional upon the use of government approved services and products.

1.3 Overpayments

1.3.1 Overpayments, namely amounts reimbursed or paid to travellers, which are not in accordance with the terms of this directive, shall be recovered from the traveller as a debt owing to the Crown.

1.4 Receipts

1.4.1 Where the traveller certifies that the receipt was lost, accidentally destroyed or unobtainable, a personal declaration may replace the receipt.

1.5 Responsibilities

1.5.1 The employer shall:

(a) establish the proper delegation framework to comply with this Directive;

(b) ensure that this directive is available at the employee's normal workplace during the employee's working hours;

(c) in consultation with the employee

(i) determine whether travel is necessary;

(ii) ensure that travel arrangements are consistent with the provisions of this directive; and

(iii) ensure that accomodation of needs is provided to the point of undue hardship.

(d) authorize travel;

(e) verify and approve travel expense claims before reimbursement; and

(f) ensure that all travel arrangements comply with relevant federal government legislation and employer policies, such as Employment Equity, Official Languages.

1.5.2 The traveller shall:

(a) become familiar with the provisions of this directive;

(b) consult and obtain authorization to travel in accordance with the directive;

(c) inform the employer or its suppliers of his/her needs that may require accommodation;

(d) complete and submit travel expense claims with necessary supporting documentation as soon as possible after the completion of the travel. In travel situations exceeding one month, the traveller may submit interim travel expense claims prior to the completion of the travel; and

(e) be responsible for cancelling reservations as required, safeguarding travel advances and funds provided, and making outstanding remittances promptly.

1.5.3 When the employer and the employee are unable to resolve barriers affecting persons with disabilities that may flow from the application of this Directive, the employer and the employee shall consult with the appropriate departmental and/or Union Employment Equity professional.

1.6 Suppliers, services and products

1.6.1 Employees on government business travel shall utilise government approved suppliers, services and products selected in support of government business travel when these are available. Where access to these suppliers, services and products require the use of an individual designated travel card, the provision and use of the individual designated travel card require the employee's agreement.

1.6.2 Preference shall be given to using Canadian suppliers, services and products.

1.6.3 When circumstances do not permit provision of prepaid arrangements, the traveller shall be reimbursed actual and reasonable costs, based upon receipts.

1.7 Travel advances

1.7.1 Employees on government business travel shall be provided with a travel advance to cover travel expenses where government approved services and products are not prepaid or cannot be paid with an individual designated travel card.

1.7.2 When an employee chooses not to obtain and use an individual designated travel card, provision of an advance shall be discussed between the employee and the employer. In such cases, travel advances shall not be unreasonably denied.

1.8 Travel forms

1.8.1 Government approved travel forms shall be used in seeking business travel authority and submitting travel claims with the supporting documentation where necessary.

1.9 Workplace change

1.9.1 When an employee is assigned from a permanent workplace to a temporary workplace for a period of less than thirty (30) consecutive calendar days, the provisions of this directive shall apply.

1.9.2 When an employee is assigned from a permanent workplace to a temporary workplace, for a period of 30 consecutive calendar days or more, the provisions of this directive shall apply unless the employee is notified, in writing, 30 calendar days in advance of the change in workplace. In situations where the employee is not notified of a change of workplace in writing, the provisions of the directive shall apply for the duration of the workplace change up to a maximum of 60 calendar days.

Part II
Insurance

2.1 Insurance plans and compensation

2.1.1 In the event that an employee becomes ill, is injured or dies while travelling on government business, the employee or, where applicable, the employee's dependants may be provided with protection, subject to the terms and conditions of the following:

(a) the collective agreement or other authority governing terms and conditions of employment, i.e., injury-on-duty leave and severance pay,

(b) the *Government Employees Compensation Act*,

(c) the *Flying Accident Compensation Regulations*,

(d) the *Public Service Superannuation Act*,

(e) the Canada Pension Plan or Quebec Pension Plan,

(f) the Public Service Management Insurance Plan,

(g) the Disability Insurance Plan,

(h) the Public Service Health Care Plan (for medical and hospital expenses not paid under the *Government Employees Compensation Act*),

(i) the Crown Indemnification Policy in the event of a civil action against an employee taken by a third party, and/or

(j) insurance as a result of contracting with government approved suppliers, services and products.

2.1.2 Details concerning Public Service benefit programs are found in Appendix A.

2.1.3 Employees are advised to confirm with their insurance agent that they are adequately insured if they use non-commercial flights.

2.1.4 Additional insurance purchased by the traveller shall not be reimbursed except for the cost of insurance to cover repairs to, or replacement of, damaged or lost luggage while travelling, unless such insurance is provided.

2.2 Vehicle Insurance

2.2.1 Employees authorized to drive a Crown-owned vehicle must drive it themselves. The federal government self-insures its own vehicles. There is no Crown liability coverage for unauthorized drivers who would be personally liable in the event of an accident.

2.2.2 Collision damage waiver coverage for the entire period that a vehicle is rented is required. This coverage is included when travellers use a government approved individual designated travel card and shall be reimbursed in circumstances where an individual designated travel card is not used.

2.2.3 Travellers shall not be reimbursed for personal accident insurance coverage premiums.

2.2.4 The employer assumes no financial responsibility for privately owned vehicles other than paying the kilometric rate and the supplementary business insurance premium, where required. The employer is not responsible for reimbursing deductible amounts related to insurance coverage.

2.2.5 Privately owned vehicles or other types of transportation used on government business shall have at least the minimum provincial/territorial state/country insurance coverage of public liability and property damage.

2.2.6 Additional premium costs for public liability and property damage, collision and comprehensive coverage shall be reimbursed for the applicable period, when a supplementary business insurance for a vehicle is required.

2.2.7 Travellers who intend to carry passengers are advised to confirm with their insurance agent that they are adequately insured.

Part III
Travel Modules

3.1 Module 1 - Travel within Headquarters Area – No overnight stay

The provisions outlined in this Travel Module apply when an employee is away from the workplace on government business travel within the Headquarters Area without an overnight stay.

3.1.1 Accommodation

Reimbursement for overnight accommodation within an employee's headquarters area shall not normally be authorized. Employees in the following exceptional cases shall be in travel status and reimbursed for overnight accommodation and according to the provisions of Module 3:

(a) accommodation in government facilities for such purposes as live-in conferences, meetings and training courses;

(b) accommodation in educational facilities, for such purposes as live-in conferences, meetings and training courses; or

(c) accommodation in commercial facilities, in very exceptional or emergency situations that require employees to remain close to their posts for periods long in excess of normal working hours, such as policing activities during a crisis, or extended collective bargaining sessions.

3.1.2 Additional business expenses

The employee shall be reimbursed business expenses not otherwise covered such as photocopies, word processing service, faxes, internet connections, rental and transportation of necessary office equipment and transportation of required personal effects.

3.1.3 Bottled water

Not applicable to this Module.

3.1.4 Currency exchange

Not applicable to this Module.

3.1.5 Dependant care

Not applicable to this Module.

3.1.6 Home communication

Not applicable to this Module.

3.1.7 Incidental expense allowance

Not applicable to this Module.

3.1.8 Insurance

See Part II and Appendix A.

3.1.9 Meals

Unless otherwise covered by terms and conditions of employment or collective agreements, meal expenses incurred within the Headquarters Area shall not normally be reimbursed.

Meal expenses, based on receipts, may be reimbursed up to the limit of the applicable meal allowance in Appendix C in the following situations:

(a) when employees are required to work through or beyond normal meal hours and are clearly placed in situations of having to spend more for the meal than would otherwise be the case; (revised December 2, 2005)

(b) when employees are required to attend conferences, seminars, meetings or public hearings during the weekend or holidays;

(c) when employees are required to attend formal full-day conferences, seminars, meetings or hearings and where meals are an integral part of the proceedings;

(d) when employer representatives are involved in collective bargaining proceedings;

(e) when intensive task force or committee studies are enhanced by keeping participants together over a normal meal period; or

(f) when the reimbursement of meal expenses is clearly reasonable and justifiable as a direct result of an employee's duties.

3.1.10 Rest periods

Not applicable to this Module.

3.1.11 Transportation

The selection of the mode of transportation shall be based on cost, duration, convenience, safety and practicality. In addition to provisions outlined in this section under commercial, vehicles and

other modes of transportation, expenses associated with the selected mode of transportation such as ferries, tolls, docking fees, shall be reimbursed.

When authorized travel or overtime causes a disruption in the employee's regular commuting pattern, the employee shall be reimbursed additional transportation costs incurred between the residence and the workplace.

When conditions under workplace change are not met, transportation shall be provided to the temporary workplace or the kilometric rate paid for the distance between the home and the temporary workplace, or between the permanent workplace and the temporary workplace, whichever is less.

(a) **Commercial**

Where commercial transportation is authorized and used, the traveller shall be provided with the necessary prepaid tickets whenever possible.

Taxis, shuttles and local transportation services are alternatives for short local trips. Actual expenses shall be reimbursed, based on receipts.

(b) **Other modes of transportation**

Occasionally, other modes of transportation not normally used on roadways shall be authorized for use on government business when this mode of transportation is safe, economical and practical.

Travellers using these other modes of transportation shall be reimbursed at the applicable kilometric rate based on the direct road distances, if available. When there are no road distances, the traveller shall be reimbursed for actual or reasonable distances travelled.

(c) **Vehicles**

The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as but not limited to safety, the needs of the traveller and the bulk or weight of goods transported.

The kilometric rates payable for the use of privately owned vehicles driven on authorized government business are prescribed in Appendix B. Travellers shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on government business travel.

When an employee has been authorized to use and uses a private vehicle within the headquarters area on government business travel, the employee shall be reimbursed the kilometric rate in accordance with Appendix B.

Parking charges are normally not payable when the employee is on duty at the workplace. In respect of every day on which an employee is authorized to use a private vehicle on government business travel, the employee shall be reimbursed the actual costs of parking the vehicle for that period of time.

3.1.12 Weekend travel home

Not applicable to this Module.

3.1.13 Weekend travel - Alternatives

Not applicable to this Module.

3.2 Module 2 - Travel Outside Headquarters Area – No overnight stay

The provisions outlined in this Travel Module apply when a traveller is away from the workplace on government business travel outside the Headquarters Area without an overnight stay.

3.2.1 Accommodation

Not applicable to this Module.

3.2.2 Additional business expenses

The employee shall be reimbursed business expenses not otherwise covered such as business calls, photocopies, word processing service, faxes, internet connections, rental and transportation of necessary office equipment and transportation of required personal effects.

Employees whose schedules have been altered for reasons outside their control shall be reimbursed reasonable telephone costs to attend to situations related to the employee's altered schedule.

When an employee is required to proceed outside Canada on authorized government business, the employer shall make the necessary arrangements for obtaining an appropriate passport and/or visa, and any required innoculations, vaccinations, X-rays and certificates of health, at no expense to the employee. Where possible, the services of Health Canada, Veterans Affairs Canada or National Defence shall be used for medical services.

3.2.3 Bottled water

Not applicable to this Module.

3.2.4 Currency exchange

The costs incurred in converting reasonable sums to foreign currencies and/or reconverting any unused balance to Canadian currency shall be reimbursed, based upon receipts, from all transactions and sources.

When these costs are not supported by receipts, the average Bank of Canada currency exchange rate shall apply. In cases where the Bank of Canada does not provide an exchange rate, an alternate bank rate from an established institution, as determined by the employer, shall be applied. The rate shall be the average of the rates applicable on the initial date into the country and the final date out of the country.

3.2.5 Dependant care

The employee who is required to travel on government business shall be reimbursed actual and reasonable dependant care expenses up to a daily maximum of $35 Canadian, per household, with a declaration, or up to a daily maximum of $75 Canadian, per household, with a receipt when:

(a) the employee is the sole caregiver of a dependant who is under 18 years of age or has a mental or physical disability, or

(b) two federal employees living in the same household are the sole caregivers of a dependant who is under 18 years of age or has a mental or physical disability and both employees are required to travel on government business at the same time.

Dependant care allowance shall apply only for expenses that are incurred as a result of travelling and are additional to expenses the employee would incur when not travelling.

3.2.6 Home communication

Not applicable to this Module.

3.2.7 Incidental expense allowance

Not applicable to this Module.

3.2.8 Insurance

See Part II and Appendix A.

3.2.9 Meals

A traveller shall be paid the applicable meal allowance for each breakfast, lunch and dinner while on travel status.

Meal allowances shall be reimbursed in accordance with the rates specified in Appendix C.

A meal allowance shall not be paid to a traveller with respect to a meal that is provided. In exceptional situations where a traveller has incurred out of pocket expenses to supplement meals provided, the actual incurred costs may be reimbursed, based on receipts, up to the applicable meal allowance.

Where a traveller incurs meal costs that are higher than the established meal allowances in situations outside the traveller's control, the actual and reasonable expenses incurred shall be reimbursed, based on receipts.

Reimbursement of meals for shift workers shall be based on the meal sequence of breakfast, lunch and dinner, in relation to the commencement of the employee's shift.

3.2.10 Rest periods

Not applicable to this Module.

3.2.11 Transportation

The selection of the mode of transportation shall be based on cost, duration, convenience, safety and practicality. In addition to provisions outlined in this section under commercial, vehicles and other modes of transportation, expenses associated with the selected mode of transportation such as ferries, tolls, docking fees, shall be reimbursed.

When authorized travel or overtime causes a disruption in the employee's regular commuting pattern, the employee shall be reimbursed additional transportation costs incurred between the residence and the workplace.

(a) **Commercial**

Where commercial transportation is authorized and used, the traveller shall be provided with the necessary prepaid tickets whenever possible.

The standard for air travel is economy class. The lowest available airfares appropriate to particular itineraries shall be sought and bookings shall be made as far in advance as possible.

The standard for rail travel is the next higher class after the full economy class.

Taxis, shuttles and local transportation services are alternatives for short local trips. Actual expenses shall be reimbursed. Receipts are only required to justify taxi fares in excess of ten dollars.

(b) **Other modes of transportation**

Occasionally, other modes of transportation not normally used on roadways shall be authorized for use on government business when this mode of transportation is safe, economical and practical.

Travellers using these other modes of transportation shall be reimbursed at the applicable kilometric rate based on the direct road distances, if available. When there are no road distances, the traveller shall be reimbursed for actual or reasonable distances travelled.

(c) **Vehicles**

The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as but not limited to safety, the needs of the traveller and the bulk or weight of goods transported.

The kilometric rates payable for the use of privately owned vehicles driven on authorized government business are prescribed in Appendix B. Travellers shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on government business travel.

Travellers who are driven to or picked up from a public carrier terminal, shall be reimbursed the kilometric rate based on the distance to and from the public carrier terminal for each round trip.

In the interests of safe driving, when employee-driven vehicles are authorized, employees shall not normally be expected to drive more than:

- 250 kilometres after having worked a full day;
- 350 kilometres after having worked one-half day; or
- 500 kilometres on any day when the employee has not worked.

Parking charges shall be reimbursed where it is practical and economical to leave a private vehicle at the public carrier's terminal during the period of absence.

In respect of every day on which an employee is authorized to use a private vehicle on government business travel, the employee shall be reimbursed the actual costs of parking the vehicle for that period of time.

3.2.12 Weekend travel home

Not applicable to this Module.

3.2.13 Weekend travel - Alternatives

Not applicable to this Module.

3.3 Module 3 - Travel in Canada and Continental USA – Overnight stay

The provisions outlined in this Travel Module apply when a traveller is away from the workplace on government business travel overnight, in Canada or in the Continental USA.

A daily comprehensive allowance may be authorized in circumstances where established allowances are neither practical, reasonable or equitable.

3.3.1 Accommodation

The standard for accommodation is a single room, in a safe environment, conveniently located and comfortably equipped.

A variety of options for accommodation are available for travel. Generally these include hotels, motels, corporate residences, apartments, private non-commercial accommodation, and government and institutional accommodation.

Government hotel directories shall serve as a guide for the cost, location and selection of accommodation.

Unless the employer authorizes otherwise, when travel is related to activities held in an institution, the employee shall stay in institutional accommodations.

Where employees are in travel status at military bases, unless program-related or security reasons dictate the use of specific accommodation, an employee's request for alternate commercial or private non-commercial accommodation shall not be unreasonably denied.

Although travellers generally stay in commercial accommodation, private non-commercial accommodation is encouraged. A traveller who chooses private non-commercial accommodation shall be reimbursed the rate as specified in Appendix C. In addition, ground transportation costs shall be authorized when it is cost effective. Cost effectiveness shall be determined by comparing the total cost of accommodation and transportation in the private non-commercial accommodation versus available commercial or government and institutional accommodation and the associated transportation costs.

For periods of travel status of more than 30 consecutive calendar days at the same location, accommodation at corporate residences, apartments, private non-commercial accommodation or government and institutional accommodation is encouraged. Travellers who choose to stay in a hotel after the thirtieth day (30^{th}) when apartments or corporate residences are available in the area surrounding the workplace, shall be reimbursed up to the cost of the average apartment or corporate residence available.

3.3.2 Additional business expenses

The employee shall be reimbursed business expenses not otherwise covered such as business calls, photocopies, word processing service, faxes, internet connections, rental and transportation of necessary office equipment and transportation of required personal effects.

Employees whose schedules have been altered for reasons outside their control shall be reimbursed reasonable telephone costs to attend to situations related to the employee's altered schedule.

When an employee is required to proceed outside Canada on authorized government business, the employer shall make the necessary arrangements for obtaining an appropriate passport and/or visa, and any required inoculations, vaccinations, X-rays and certificates of health, at no expense to the employee. Where possible, the services of Health Canada, Veterans Affairs Canada or National Defence shall be used for medical services.

3.3.3 Bottled water

Included in Incidental expense allowance.

3.3.4 Currency exchange

The costs incurred in converting reasonable sums to foreign currencies and/or reconverting any unused balance to Canadian currency shall be reimbursed, based upon receipts, from all transactions and sources.

When these costs are not supported by receipts, the average Bank of Canada currency exchange rate shall apply. In cases where the Bank of Canada does not provide an exchange rate, an alternate bank rate from an established institution, as determined by the employer, shall be applied. The rate shall be the average of the rates applicable on the initial date into the country and the final date out of the country.

3.3.5 Dependant Care

The employee who is required to travel on government business shall be reimbursed actual and reasonable dependant care expenses up to a daily maximum of $35 Canadian, per household, with a declaration, or up to a daily maximum of $75 Canadian, per household, with a receipt when:

(a) the employee is the sole caregiver of a dependant who is under 18 years of age or has a mental or physical disability, or

(b) two federal employees living in the same household are the sole caregivers of a dependant who is under 18 years of age or has a mental or physical disability and both employees are required to travel on government business at the same time.

Dependant care allowance shall apply only for expenses that are incurred as a result of travelling and are additional to expenses the employee would incur when not travelling.

3.3.6 Home communication

Home communication is included in the incidental expense allowance.

The following exception applies: Employees in travel status on-board vessels shall be authorized to make up to the equivalent of one ten-minute phone call home using the equipment available over each contiguous three-day period away from home port. When satellite communication systems are available and used, the phone call shall be limited to five minutes.

3.3.7 Incidental expense allowance

A traveller shall be paid an incidental expense allowance that covers a number of miscellaneous expenses not otherwise provided for in this directive for each day or part day in travel status as per Appendix C. Part day does not include days where a late-night flight arrives in the traveller's headquarters area after midnight.

The following exception applies: Seventy-five percent (75%) of the incidental allowance as specified in Appendix C shall be paid starting on the thirty-first (31st) consecutive calendar day of travel status while at the same location when corporate residences or apartment hotels are available to a traveller in the area surrounding the workplace, or the traveller chooses to stay in private accommodation.

When a traveller visits locations in Canada and the USA on the same day, the incidental expense allowance paid shall be that for the location where the day commences.

3.3.8 Insurance

See Part II and Appendix A.

3.3.9 Meals

A traveller shall be paid the applicable meal allowance for each breakfast, lunch and dinner while on travel status.

Meal allowances shall be reimbursed in accordance with the rates specified in Appendix C.

The following exception applies: Seventy-five percent (75%) of the meal allowances as specified in Appendix C shall be paid starting on the thirty-first (31st) consecutive calendar day of travel status at the same location when corporate residences or apartment hotels are available to a traveller in the area surrounding the workplace, or the traveller chooses to stay in private accommodation.

A meal allowance shall not be paid to a traveller with respect to a meal that is provided. In exceptional situations where a traveller has incurred out of pocket expenses to supplement meals provided, the actual incurred costs may be reimbursed, based on receipts, up to the applicable meal allowance.

Where a traveller incurs meal costs that are higher than the established meal allowances in situations outside the traveller's control, the actual and reasonable expenses incurred shall be reimbursed, based on receipts.

Reimbursement of meals for shift workers shall be based on the meal sequence of breakfast, lunch and dinner, in relation to the commencement of the employee's shift.

3.3.10 Rest periods

Unless mutually agreed otherwise, itineraries shall be arranged to provide for

(a) a suitable rest period, and/or

(b) an overnight stop after travel time of at least nine consecutive hours.

Travel time is the time spent in any mode of transportation en-route to destination and/or awaiting immediate connections. This includes the time spent travelling to and from a carrier/terminal.

A suitable rest period shall not be unreasonably denied.

3.3.11 Transportation

The selection of the mode of transportation shall be based on cost, duration, convenience, safety and practicality. In addition to provisions outlined in this section under commercial, vehicles and other modes of transportation, expenses associated with the selected mode of transportation such as ferries, tolls, docking fees, shall be reimbursed.

When authorized travel or overtime causes a disruption in the employee's regular commuting pattern, the employee shall be reimbursed additional transportation costs incurred between the residence and the workplace.

(a) **Commercial**

Where commercial transportation is authorized and used, the employee shall be provided with the necessary prepaid tickets whenever possible.

The standard for air travel is economy class. The lowest available airfares appropriate to particular itineraries shall be sought and bookings shall be made as far in advance as possible.

The standard for rail travel is the next higher class after the full economy class.

Taxis, shuttles and local transportation services are alternatives for short local trips. Actual expenses shall be reimbursed. Receipts are only required to justify taxi fares in excess of ten dollars.

(b) **Other modes of transportation**

Occasionally, other modes of transportation not normally used on roadways shall be authorized for use on government business travel when this mode of transportation is safe, economical and practical.

Travellers using these other modes of transportation shall be reimbursed at the applicable kilometric rate based on the direct road distances, if available. When there are no road distances, the traveller shall be reimbursed for actual or reasonable distances travelled.

(c) **Vehicles**

The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as but not limited to safety, the needs of the traveller and the bulk or weight of goods transported.

The kilometric rates payable for the use of privately owned vehicles driven on authorized government business are prescribed in Appendix B. Travellers shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on government business travel.

Travellers who are driven to or picked up from a public carrier terminal, shall be reimbursed the kilometric rate based on the distance to and from the public carrier terminal for each round trip.

In the interests of safe driving, when employee-driven vehicles are authorized, employees shall not normally be expected to drive more than:

- 250 kilometres after having worked a full day;
- 350 kilometres after having worked one-half day; or
- 500 kilometres on any day when the employee has not worked.

Parking charges shall be reimbursed where it is practical and economical to leave a private vehicle at the public carrier's terminal during the period of absence.

In respect of every day on which an employee is authorized to use a private vehicle on government business travel, the employee shall be reimbursed the actual costs of parking the vehicle for that period of time.

3.3.12 Weekend travel home

The use of the weekend travel home provisions or its alternatives does not constitute a break in continuous travel at the same location.

An employee who is in travel status that extends through or beyond a weekend is eligible for weekend travel home provisions provided that the following conditions are met:

(a) work schedules permit the employee to be absent; and

(b) appropriate private or public transportation is available and its use is both practical and reasonable.

Every weekend:

An eligible employee entitled to travel home every weekend shall be reimbursed actual transportation costs up to an amount not exceeding:

(a) the cost of maintaining the employee in travel status for the week-end period (i.e. accommodation, meals, incidental, and other expense allowances), if the accommodation is cancelled for the week-end; or

(b) when the accommodation is not cancelled, the weekend travel home transportation allowances stated in Appendix C shall apply.

Every third weekend on average:

There will be occasions when an employee in travel status for a period of more than thirty (30) consecutive calendar days in Canada or the continental USA is so far from home that travel home every weekend would be impractical.

In such situations where travel home every weekend is impractical and provided that the employee is in continuous travel status, the employee may return home on average every third weekend and schedule actual weekend trips home within the maximum number permitted to meet personal needs.

The employee shall be reimbursed the most economical return airfare, the necessary return ground transportation to and from the carrier’s terminal and meals en route. The most economical air fare shall be air fare booked more than 14 days in advance with a saturday night stay over. Meals and incidentals at destination shall not be reimbursed. The accommodation at the duty travel location need not be cancelled.

3.3.13 Weekend travel - Alternatives

(a) **By the employee**

Provided that the employee is not required by the employer to remain at the duty travel location, an employee may choose to spend the weekend at an alternative location. To be eligible for reimbursement, the employee shall: cancel charges for accommodation (and meals provided on-site) at the duty travel location; provide a receipt for alternative commercial accommodation when used; and not return home or to the headquarters area during the weekend.

Reimbursement shall be limited to the cost of maintaining the employee at the duty travel location and shall include the cost of accommodation, meals, incidentals and other expenses.

Arrangements are the personal responsibility of the employee without using the government approved services. The employee assumes personal liability as if the employee were not on travel status.

The use of this provision does not preclude the employee's entitlement to week-end travel home.

(b) **By the employee's spouse/dependant**

As an alternative to weekend travel home by the employee, a spouse/dependant may be authorized to travel to the employee's assigned work location when there is no additional cost to the employer. The airfare and pertinent travel arrangements shall be processed through the government suppliers. Ground transportation to and from the public carrier shall be reimbursed. Insurance coverage for the spouse/dependant is the responsibility of the employee. (revised February 27, 2004)

3.4 Module 4 - International Travel – Overnight stay

The provisions outlined in this Travel Module apply when a traveller is away from the workplace on government business travel overnight, outside Canada or the Continental USA.

A daily comprehensive allowance may be authorized in circumstances where established allowances are neither practical, reasonable or equitable.

3.4.1 Accommodation

The standard for accommodation is a single room, in a safe environment, conveniently located and comfortably equipped.

A variety of options for accommodation are available for travel. Generally these include hotels, motels, corporate residences, apartments, private non-commercial accommodation, government owned/leased accommodation and institutions.

Government hotel directories shall serve as a guide for the cost, location and selection of accommodation.

Unless the employer authorizes otherwise, when travel is related to activities held in an institution, the employee shall stay in institutional accommodations.

Where employees are in travel status at military bases, unless program-related or security reasons dictate the use of specific accommodation, an employee's request for alternate commercial or private non-commercial accommodation shall not be unreasonably denied.

Although travellers generally stay in commercial accommodation, private non-commercial accommodation is encouraged. A traveller who chooses private non-commercial accommodation shall be reimbursed the rate as specified in Appendix D. In addition, ground transportation costs shall be authorized when it is cost effective. Cost effectiveness shall be determined by comparing the total cost of accommodation and transportation in the private non-commercial accommodation versus available commercial or government and institutional accommodation and the associated transportation costs.

For periods of travel status of more than thirty (30) consecutive calendar days at the same location, accommodation at corporate residences, apartments, private non-commercial accommodation or government and institutional accommodation is encouraged. Travellers who choose to stay in a hotel after the thirtieth day (30th) when apartments or corporate residences are available in the area surrounding the workplace, shall be reimbursed up to the cost of the average apartment or corporate residence available.

3.4.2 Additional business expenses

The employee shall be reimbursed business expenses not otherwise covered such as business calls, photocopies, word processing service, faxes, internet connections, rental and transportation of necessary office equipment and transportation of required personal effects.

Employees whose schedules have been altered for reasons outside their control shall be reimbursed reasonable telephone costs to attend to situations related to the employee's altered schedule.

When an employee is required to proceed outside Canada on authorized government business, the employer shall make the necessary arrangements for obtaining an appropriate passport and/or visa, and any required innoculations, vaccinations, X-rays and certificates of health, at no expense to the employee. Where possible, the services of Health Canada, Veterans Affairs Canada or National Defence shall be used for medical services.

3.4.3 Bottled water

The cost of bottled water shall be reimbursed in situations deemed necessary and based on receipts for reasonable quantities.

3.4.4 Currency exchange

The costs incurred in converting reasonable sums to foreign currencies and/or reconverting any unused balance to Canadian currency shall be reimbursed, based upon receipts, from all transactions and sources.

When these costs are not supported by receipts, the average Bank of Canada currency exchange rate shall apply. In cases where the Bank of Canada does not provide an exchange rate, an alternate bank rate from an established institution, as determined by the employer, shall be applied. The rate shall be the average of the rates applicable on the initial date into the country and the final date out of the country.

3.4.5 Dependant Care

The employee who is required to travel on government business shall be reimbursed actual and reasonable dependant care expenses up to a daily maximum of $35 Canadian, per household, with a declaration, or up to a daily maximum of $75 Canadian, per household, with a receipt when:

(a) the employee is the sole caregiver of a dependant who is under 18 years of age or has a mental or physical disability, or

(b) two federal employees living in the same household are the sole caregivers of a dependant who is under 18 years of age or has a mental or physical disability and both employees are required to travel on government business at the same time.

Dependant care allowance shall apply only for expenses that are incurred as a result of travelling and are additional to expenses the employee would incur when not travelling.

3.4.6 Home communication

Over each contiguous three-day period away from home, employees in travel status shall be reimbursed the equivalent of one ten-minute phone call home, based on receipts.

When satellite communication systems are available and used, the phone call shall be limited to five minutes.

Employees provided with international telephone-card privileges, or who have made use of government international telephone network facilities for home communication, shall not claim the cost of telephone calls home.

3.4.7 Incidental expense allowance

A traveller shall be paid an incidental expense allowance that covers a number of miscellaneous expenses not otherwise provided for in this directive for each day or part day in travel status as per Appendix D. Part day does not include days where a late-night flight arrives in the traveller's headquarters area after midnight.

The following exception applies: Seventy-five percent (75%) of the incidental allowance as specified in Appendix C shall be paid starting on the thirty first (31st) consecutive calendar day of travel status while at the same location when corporate residences or apartment hotels are available to a traveller in the area surrounding the workplace, or the traveller chooses to stay in private accommodation.

When a traveller visits locations in different countries on the same day, the incidental expense allowance paid shall be that for the location where the day commences.

3.4.8 Insurance

See Part II and Appendix A.

3.4.9 Meals

A traveller shall be paid the applicable meal allowance for each breakfast, lunch and dinner while on travel status.

Meal allowances shall be reimbursed in accordance with the rates specified in Appendix D.

The following exception applies: Seventy-five percent (75%) of the meal allowances as specified in Appendix D shall be paid starting on the thirty first (31st) consecutive calendar day of travel status at the same location when corporate residences or apartment hotels are available to a traveller in the area surrounding the workplace, or the traveller chooses to stay in private accommodation.

Where no meal allowance has been established in a given country or where sudden changes in currency exchange rates or high inflationary trends may invalidate the specified meal allowance, actual and reasonable expenses shall be reimbursed, based on receipts.

A meal allowance shall not be paid to a traveller with respect to a meal that is provided. In exceptional situations where a traveller has incurred out of pocket expenses to supplement meals provided, the actual incurred costs may be reimbursed, based on receipts, up to the applicable meal allowance.

Where a traveller incurs meal costs that are higher than the established meal allowances in situations outside the traveller's control, the actual and reasonable expenses incurred for all meal expenses on that travel day shall be reimbursed, based on receipts.

3.4.10 Rest periods

Unless mutually agreed otherwise, itineraries shall be arranged to provide for

(a) a suitable rest period, and/or

(b) an overnight stop after travel time of at least nine consecutive hours.

Travel time is the time spent in any mode of transportation en-route to destination and/or awaiting immediate connections. This includes the time spent travelling to and from a carrier/terminal.

A suitable rest period shall not be unreasonably denied.

3.4.11 Transportation

The selection of the mode of transportation shall be based on cost, duration, convenience, safety and practicality. In addition to provisions outlined in this section under commercial, vehicles and other modes of transportation, expenses associated with the selected mode of transportation such as ferries, tolls, docking fees, shall be reimbursed.

When authorized travel or overtime causes a disruption in the employee's regular commuting pattern, the employee shall be reimbursed actual additional transportation costs incurred between the residence and the workplace.

(a) **Commercial**

Where commercial transportation is authorized and used, the traveller shall be provided with the necessary prepaid tickets whenever possible.

The standard for air travel is economy class. The lowest available airfares appropriate to particular itineraries shall be sought and bookings shall be made as far in advance as possible.

Where available, business/executive class air travel shall be authorized where continuous air travel exceeds nine hours. Continuous air travel starts at the scheduled departure time, and ends with the arrival at destination or with an overnight stop or layover equivalent to an overnight stop.

The standard for rail travel is the next higher class after the full economy class.

Taxis, shuttles and local transportation services are alternatives for short local trips. Actual expenses shall be reimbursed, based on receipts.

(b) **Other modes of transportation**

Occasionally, other modes of transportation not normally used on roadways shall be authorized for use on government business travel when this mode of transportation is safe, economical and practical.

Travellers using these other modes of transportation shall be reimbursed at the applicable kilometric rate based on the direct road distances, if available. When there are no road distances, the traveller shall be reimbursed for actual or reasonable distances travelled.

(c) **Vehicles**

The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as but not limited to safety, the needs of the traveller and the bulk or weight of goods transported.

The kilometric rates payable for the use of privately owned vehicles driven on authorized government business are provided in Appendix B. Travellers shall use the most direct, safe and practical road routes and shall claim only for distances necessarily driven on government business travel.

Travellers who are driven to or picked up from a public carrier terminal, shall be reimbursed the kilometric rate based on the distance to and from the public carrier terminal for each round trip.

In the interests of safe driving, when employee-driven vehicles are authorized, employees shall not normally be expected to drive more than:

- 250 kilometres after having worked a full day;
- 350 kilometres after having worked one-half day; or
- 500 kilometres on any day when the employee has not worked.

Parking charges shall be reimbursed where it is practical and economical to leave a private vehicle at the public carrier's terminal during the period of absence.

In respect of every day on which an employee is authorized to use a private vehicle on government business travel, the employee shall be reimbursed the actual costs of parking the vehicle for that period of time.

3.4.12 Weekend travel home

The use of the weekend travel home provisions or its alternatives does not constitute a break in continuous travel at the same location.

An employee who is in travel status that extends through or beyond a weekend is eligible for weekend travel home provisions provided that the following conditions are met:

(a) work schedules permit the employee to be absent; and

(b) appropriate private or public transportation is available and its use is both practical and reasonable.

Provided the employee is in continuous travel status, the employee is entitled to return home as per the table below:

Minimum of: 7 weeks = 1 trip
12 weeks = 2 trips
17 weeks = 3 trips
22 weeks = 4 trips

The employee shall be reimbursed, based on receipts, a maximum of the most economical return airfare, the necessary return ground transportation to and from the carrier’s terminal, and meals en route. Meals and incidentals at destination shall not be reimbursed. The accommodation at the duty travel location need not be cancelled.

The most economical airfare shall be booked more than 14 days in advance with a Saturday night stay over. The employee may schedule actual weekend trips home within the maximum number permitted to meet personal needs.

3.4.13 Weekend travel - Alternatives

(a) **By the employee**

Provided that the employee is not required by the employer to remain at the duty travel location, an employee may choose to spend the weekend at an alternative location. Such arrangements shall be made in consideration of security and diplomatic contexts. To be eligible for reimbursement, the employee shall: cancel charges for accommodation (and meals provided on-site) at the duty travel location; provide a receipt for alternative commercial accommodation when used; and not return home or to the headquarters area during the weekend.

Reimbursement shall be limited to the cost of maintaining the employee at the duty travel location and shall include the cost of accommodation, meals, incidentals and other expenses.

Arrangements are the personal responsibility of the employee without using the government approved services. The employee assumes personal liability as if the employee were not on travel status.

The use of this provision does not preclude the employee's entitlement to week-end travel home.

(b) **By the employee's spouse or a dependant**

As an alternative to weekend travel home by the employee, a spouse or a dependant may be authorized to travel to the employee's assigned work location when there is no additional cost to the employer. The airfare and pertinent travel arrangements shall be processed through the government suppliers. Ground transportation to and from the public carrier shall be reimbursed. Such arrangements shall be made in consideration of security and diplomatic contexts. Insurance coverage for the spouse/dependant is the responsibility of the employee. (revised February 27, 2004)

Part IV
Special Travel Circumstances

4.1 Escort Officers

4.1.1 A suitable rest period for employees who are employed as Escort Officers shall be 16 hours for travel time between 8 to 24 hours; for travel time greater than 24 hours, a suitable rest period shall be 24 hours.

Travel time is the time spent in any mode of transportation en-route to destination and/or awaiting immediate connections. This includes the time spent travelling to and from a carrier/terminal.

4.2 Ships Officers / Ships Crews

4.2.1 The workplace of employees who are employed as Ships' Officers or Ships' Crews shall be deemed to be a suitable structure, as determined by the employer:

(a) at the location of the home port of their vessels, for employees whose normal duties are performed aboard a vessel; or

(b) at the location where employees normally perform their duties when they are not employed on a vessel.

4.2.2 For any period during which the employer requires the employee to be aboard a self-contained vessel (e.g., a ship, dredge or barge with sleeping and eating facilities), an employee shall be deemed to be within the headquarters area, whether or not the vessel is actually within the headquarters area. In this context, "period" shall mean the extended period during which the employee is assigned to the vessel, and shall not be limited to the actual physical performance of particular tasks during a watch.

4.2.3 When the self-contained vessel itself is outside the actual headquarters area, the employee shall be in travel status whenever required by the employer to leave the vessel and go ashore (except when billeted ashore), and when, during such absence, the employee remains outside the actual headquarters area.

4.2.4 Travel status applies in the circumstances described above when the employee is on sick leave. It does not apply when the employee is on leave of absence. During a period of leave of absence, however, the employee shall be entitled to any appropriate travel provisions contained in the employee's collective agreement, where such provisions are applicable under the circumstances.

4.2.5 Entitlement to accommodation expenses and meal and incidental expense allowances during each period of required absence from the vessel shall be governed by this directive as applicable. Notwithstanding the foregoing, there shall be no entitlements in respect of meals and accommodation while the employee is ashore if appropriate entitlements in such circumstances are provided for in a collective agreement applicable to the employee.

4.2.6 Except as otherwise provided for in a collective agreement, for purposes of weekend travel home, an employee shall be deemed not to be in travel status for the period during which the normal duties of that employee are performed aboard a self-contained vessel.

4.2.7 The provisions concerning emergency or death while away on government business travel shall apply to employees who are Ships' Officers, Ships' Crews or other occupational

groups and who are serving aboard a vessel while absent from its home port, as if the employees were in travel status.

4.2.8 Over each contiguous three-day period away from home port, employees on-board vessels shall be authorized to make up the equivalent of a ten minute phone call home using the equipment available. When satellite communication systems are available and used, the phone calls shall be limited to five minutes.

4.3 Special transportation needs

4.3.1 When a traveller has an aversion -to air travel, the employer shall endeavour to schedule the work so that time will permit the traveller to travel by other means.

Part V
Emergencies, illnesses, injuries and death while on travel status

5.1 Death while on travel status

5.1.1 If an employee dies while in travel status, the employer shall authorize the payment of necessary expenses that are additional to those which might have been incurred had the death occurred in the headquarters area. Reimbursement of costs incurred shall be reduced by any amount payable under some other authority. Expenses payable are:

(a) at the place where death occurred: ambulance, hearse, embalming/cremation, outside crate/container (but not the cost of a coffin/urn) and any other services or items required by local health laws, and

(b) transportation of the remains to the headquarters area or, if desired by the survivors, to another location, up to the cost of transportation to the headquarters area. Costs for an escort over and above the costs included in transporting the remains are payable only when an escort is required by law.

5.1.2 Where the remains are not transported, travel for next-of-kin or a representative of the family to the place of burial shall be reimbursed as though that person were an employee.

5.2 Emergencies, illnesses and injuries while on travel status

5.2.1 Payment for the use of a suitable conveyance, such as an ambulance or taxi, shall be authorized where an employee becomes ill or is injured when, in the opinion of the employer, the employee, or the attending medical practitioner, the nature of the illness or injury requires that the employee be transported to a medical treatment facility, the workplace, the travel-related accommodation, or home.

5.2.2 An employee shall be reimbursed the necessary expenses incurred as a result of illness or accident occurring while in travel status, to the extent that the employer is satisfied the expenses

were additional to those which might have been incurred had the employee not been absent from home, and which were not otherwise payable to the employee under an insurance policy, the *Government Employees Compensation Act*, or other authority.

5.2.3 An employee who becomes ill or is injured while outside Canada shall, where practical, be provided with a justifiable, accountable advance when incurring sizeable medical expenses. Such advances would subsequently be repaid to the employer under the employee's private insurance plans, the *Government Employees Compensation Act*, or other authority.

5.2.4 When, in the opinion of the attending physician, an employee's condition resulting from illness or injury warrants the presence of the next-of-kin or a representative of the family, actual and reasonable travel expenses may be reimbursed, as if that person were an employee.

5.2.5 An employee may be authorized to return earlier than scheduled as a result of personal illness or accident, or in the event of emergency situations at home (e.g. serious illness in the opinion of a physician, fire, flood, ice storm).

5.2.6 A trip home under this section shall not be taken into account when establishing the employee's eligibility for weekend travel home.

5.2.7 When a trip home for reasons specified in this section is not warranted, actual and reasonable expenses incurred for long-distance telephone calls home shall be reimbursed.

Appendix A
Guide to insurance coverage for employees on government business travel

(Publié aussi en français sous le titre *Appendice A – Guide sur les protections d'assurance offertes aux fonctionnaires en cours de déplacement*)

Effective Date: October 1, 2002 (revised February18 2005)

Note:

- Insurance coverage varies based upon an employee's profile and specific travel requirements. Employees are advised to verify all insurance coverage.

INCIDENTS	HIGHLIGHTS OF INSURANCE COVERAGE	SOURCES	EMPLOYEE INQUIRIES
Death and Dismemberment	• Multiple insurance plans	• Public Service Superannuation Act • Public Service Management Insurance Main Plan • Public Service Management Insurance Executive Plan • Flying Accidents Compensation Regulations ********** • American Express, Government Travel Card Program ($500,000 Travel Accident Insurance) • Standing Offer / Agreement with PWGSC and car rental agencies • American Express Government Travel Card Program (Car Rental Accidental Death & Dismemberment Insurance)	Contact your Human Resources Compensation Section, Pay & Benefits Section ********** Contact your designated Departmental Travel Co-ordinator
Injury-on-Duty Leave	• Employees disabled due to an occupational injury or disease entitled to injury-on-duty	• Government Employees Compensation Act • Public Service Terms and Conditions of Employment Regulations • Collective Agreement	Contact your Human Resources Compensation Section, Pay & Benefits Section

INCIDENTS	HIGHLIGHTS OF INSURANCE COVERAGE	SOURCES	EMPLOYEE INQUIRIES
Long-term Disability	• Monthly income benefit when unable to work for lengthy period due to disabling illness or injury following an "elimination period"	• Public Service Management Insurance Plan (Main & Executive) • Disability Insurance Plan	Contact your Human Resources Compensation Section, Pay & Benefits Section
Medical Expenses Resulting from Illness or Injury	• Employee coverage • Emergency Travel Assistance Services • Eligible expenses	• Public Service Health Care Plan • Public Service Dental Care Plan	Contact your Human Resources Compensation Section, Pay & Benefits Section
Private Life Insurance Benefits Deemed Null and Void Because Death Resulted from War or Other Hostile Activities	• Compensation to survivors of federal public servant	• High Risk Travel Compensation Plan	Contact your Human Resources Compensation Section, Pay & Benefits Section
Indemnification and Legal Assistance Related to Actions Arising from Performance of Duties Including While in Travel Status	• Indemnification and protection from certain financial costs of Crown servants against liability to the Crown and to third parties and provision of legal assistance where appropriate	• Policy on Indemnification of and Assistance for Crown Servants	Contact your designated Departmental Travel Co-ordinator
Damage to Privately-owned Vehicle Driven on Official Business	• Employer assumes no financial responsibility other than paying authorized kilometric rate and SBI premium, when required.	• Travel Directive • Appendix B – Kilometric rate	Contact your designated Departmental Travel Co-ordinator
Damage to Crown-owned Vehicle Driven on Official Business	• Federal government "self-insures" its own vehicles	• Motor Vehicle Policy	Contact your designated Departmental Travel Co-ordinator
Auto Rental Public Liability and Property	• Rental rate includes some	• Standing Offer / Agreement with PWGSC	Contact your designated Departmental Travel

INCIDENTS	HIGHLIGHTS OF INSURANCE COVERAGE	SOURCES	EMPLOYEE INQUIRIES
Damage (PL&PD) Coverage	rental insurance	and car rental agencies	Co-ordinator
Damage to Rental Vehicle	• Collision Damage Waiver or Loss Damage Waiver (DCW/LDW)	• American Express, Government Travel Card Program	Contact your designated Departmental Travel Co-ordinator
Unexpected Return Home Insurance	• Unexpected return home coverage in the event of the death of an immediate family member while on government business travel	• American Express Government Travel Card Program	Contact your designated Departmental Travel Co-ordinator
Flight and Baggage Delay and Hotel/Motel Burglary	• Coverage for the following: – missed connection – delayed flight departure or denied boarding – emergency baggage delay – hotel/motel burglary – entertainment allowance • Maximum aggregate benefit • Reasonable expenses • Loss of personal items	• American Express, Government Travel Card Program	Contact your designated Departmental Travel Co-ordinator
Lost or Stolen Baggage	• Payment for lost or damaged baggage	• American Express, Government Travel Card Program	Contact your designated Departmental Travel Co-ordinator

INCIDENTS	HIGHLIGHTS OF INSURANCE COVERAGE	SOURCES	EMPLOYEE INQUIRIES
Car Rental Personal Effects Burglary	• Burglary to personal effects while such are in transit in the Rental auto • Insured is covered in the event of robbery or theft of personal effects (except money) while being carried, worn or used in travel status (with limitations)	• American Express Government Travel Card Program	

Appendix B
Kilometric Rates

(Publié aussi en français sous le titre *Appendice B – Taux par kilomètre)*

Effective December 5, 2005

Modules 1, 2 and 3

The rates payable in cents per kilometre for the use of privately owned vehicles driven on authorized government business travel are shown below:	**Cents/km (taxes included)**
— Alberta	45.5
— British Columbia	
— Manitoba	45.5
— New Brunswick	
— Newfoundland and Labrador	44.0
— Northwest Territories	
— Nova Scotia	45.5
— Nunavut	
— Ontario	49.0
— Prince Edward Island	
— Quebec	52.5
— Saskatchewan	
— Yukon	46.0

	52.5
	47.0
	45.5
	50.0
	43.0
	55.0

Notes:

- The kilometric rate payable when a Canadian registered vehicle is driven on government business travel in more than one province or in the USA shall be the rate applicable to the province or territory of registration of the vehicle.
- Lower Kilometric Rates no longer apply to the Travel Directive.
- Lower Kilometric Rates such as the Commuting Assistance Directive, Isolated Posts and Government Housing Directive, Reservists, etc. (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/trkr-tkdv_e.asp)

For convenience, the Department of Foreign Affairs and International Trade (DFAIT) kilometric rates:

Module 3: DFAIT - United States of America Mileage/Kilometre Rates (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/krus-tkeu_e.html)

Module 4: DFAIT - International Trade Kilometre Rates at Locations Abroad (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/krla-tkde_e.html)

Appendix C – Allowances – Modules 1, 2 and 3

- **Private non-commercial accommodation**
- **Meals**
- **Incidental expenses**
- **Weekend travel home transportation**

Effective Date: October 1, 2005

Seventy-five percent (75%) of the meal and incidental allowances shall be paid starting on the

thirty first consecutive calendar day of travel status while at the same location when corporate residences and or apartment hotels are available to a traveller in the area surrounding the workplace, or the traveller chooses to stay in private accommodation.

		Canadian $ (taxes included)			
		Canada & USA	**Yukon & Alaska**	**N.W.T.**	**Nunavut**
1.	**Canada**				
1.1	**Private non-commercial accommodation allowance**	50.00	50.00	50.00	50.00
1.2	**Meal allowances**				
–	breakfast - 100% *breakfast - 75% (31st day onward)*	12.35 *9.25*	13.75 *10.30*	12.80 *9.60*	20.05 *15.05*
–	lunch - 100% *lunch - 75% (31st day onward)*	11.85 *8.90*	13.55 *10.15*	14.70 *11.00*	21.30 *15.95*
–	dinner - 100% *dinner - 75% (31st day onward)*	33.15 *24.90*	42.65 *32.00*	46.35 *34.75*	55.10 *41.30*
	Meal allowance total - 100% *Meal allowance total - 75% (31st day onward)*	57.35 *43.05*	69.95 *52.45*	73.85 *55.35*	96.45 *72.30*
1.3	**Incidental allowance - 100%** ***Incidental allowance - 75% (31st day onward)***	17.30 *13.00*	17.30 *13.00*	17.30 *13.00*	17.30 *13.00*
	Daily Total				
	Meals and incidentals - 100% *Meals and incidentals - 75% (31st day onward)*	74.65 *56.05*	87.25 *65.45*	91.15 *68.35*	113.75 *85.30*

1.4	**Weekend travel home transportation allowances (Refer to 3.3.12 Weekend travel home, Every weekend: (b))**				
–	two-day weekend	249.30	274.50	282.30	327.50
–	three-day weekend	373.95	411.75	423.45	491.25
–	four-day weekend	498.60	549.00	564.60	655.00

2. United States of America (USA)

Allowances in the United States of America are the same as in Canada but paid in US funds.

Appendix D
Allowances - Module 4

- **Private non-commercial accommodation**
- **Meals**
- **Incidental expenses**

(Publié aussi en français sous le titre *Appendice D -Indemnités - Module 4)*

Effective date: January 1, 2006

Private non-commercial accommodation allowance : $50 CAN

Incidental expense allowances shall be paid at the following rates:

(a) in commercial, government and institutional accommodation

(i) 32% of the meal total when the three meal allowances are listed in the table below;

(ii) 40% of the meal total when only lunch and dinner meal allowances are listed in

the table below;

(iii) 40% of actual and reasonable expenses for meals as per 3.4.9.

(b) in private non-commercial accommodation

(i) 20% of the meal total when the three meal allowances are listed in the table below;

(ii) 25% of the meal total when only lunch and dinner meal allowances are listed in the table below;

(iii) 25% of actual and reasonable expenses for meals as per 3.4.9.

Seventy-five percent (75%) of the meal and incidental allowances shall be paid starting on the thirty first consecutive calendar day of travel status while at the same location when corporate residences and or apartment hotels are available to a traveller in the area surrounding the workplace, or the traveller chooses to stay in private accommodation.

C = Commercial Accommodation
P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	**Breakfast**	**Lunch**	**Dinner**	**Meal Total**	***Incidental Amount***	**GRAND TOTAL (Taxes Included)**
	Afghanistan - Currency; dollar (US)						
C	Kabul	*	14.00	20.00	**34.00**	***13.60***	**47.60**
C-75%	Kabul	*	10.50	15.00	**25.50**	***10.20***	**35.70**
P	Kabul	*	14.00	20.00	**34.00**	***8.50***	**42.50**
P-75%	Kabul	*	10.50	15.00	**25.50**	***6.38***	**31.88**
C	Other	*	11.20	16.00	**27.20**	***10.88***	**38.08**
C-75%	Other	*	8.40	12.00	**20.40**	***8.16***	**28.56**

C = Commercial Accommodation
P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P	Other	*	11.20	16.00	**27.20**	***6.80***	**34.00**
P-75%	Other	*	8.40	12.00	**20.40**	***5.10***	**25.50**
	Albania - Currency; dollar (US)						
C	Tiranë	*	14.00	16.00	**30.00**	***12.00***	**42.00**
C-75%	Tiranë	*	10.50	12.00	**22.50**	***9.00***	**31.50**
P	Tiranë	*	14.00	16.00	**30.00**	***7.50***	**37.50**
P-75%	Tiranë	*	10.50	12.00	**22.50**	***5.63***	**28.13**
C	Other	*	11.20	12.80	**24.00**	***9.60***	**33.60**
C-75%	Other	*	8.40	9.60	**18.00**	***7.20***	**25.20**
P	Other	*	11.20	12.80	**24.00**	***6.00***	**30.00**
P-75%	Other	*	8.40	9.60	**18.00**	***4.50***	**22.50**
	Algeria - Currency; dollar (CDN)						
C	Algiers	27.00	32.00	37.00	**96.00**	***30.72***	**126.72**
C-75%	Algiers	20.25	24.00	27.75	**72.00**	***23.04***	**95.04**
P	Algiers	27.00	32.00	37.00	**96.00**	***19.20***	**115.20**
P-75%	Algiers	20.25	24.00	27.75	**72.00**	***14.40***	**86.40**

C = Commercial Accommodation
P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C	Other	21.60	25.60	29.60	**76.80**	***24.58***	**101.38**
C-75%	Other	16.20	19.20	22.20	**57.60**	***18.43***	**76.03**
P	Other	21.60	25.60	29.60	**76.80**	***15.36***	**92.16**
P-75%	Other	16.20	19.20	22.20	**57.60**	***11.52***	**69.12**
	Andorra - Currency; euro. NOTE: One Rate For Country						
C	Andorra la Vella	*	*	*	*****	***40.00%***	*****
C-75%	Andorra la Vella	*	*	*	*****	***30.00%***	*****
P	Andorra la Vella	*	*	*	*****	***25.00%***	*****
P-75%	Andorra la Vella	*	*	*	*****	***18.75%***	*****
	Angola - Currency; dollar (CDN)						
C	Luanda	*	50.00	65.00	**115.00**	***46.00***	**161.00**
C-75%	Luanda	*	37.50	48.75	**86.25**	***34.50***	**120.75**
P	Luanda	*	50.00	65.00	**115.00**	***28.75***	**143.75**
P-75%	Luanda	*	37.50	48.75	**86.25**	***21.56***	**107.81**
C	Other	*	40.00	52.00	**92.00**	***36.80***	**128.80**
C-75%	Other	*	30.00	39.00	**69.00**	***27.60***	**96.60**

C = Commercial Accommodation
P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P	Other	*	40.00	52.00	**92.00**	***23.00***	**115.00**
P-75%	Other	*	30.00	39.00	**69.00**	***17.25***	**86.25**
	Anguilla - Currency; dollar (US). NOTE: One Rate For Country						
C	The Valley	12.00	25.00	45.00	**82.00**	***26.24***	**108.24**
C-75%	The Valley	9.00	18.75	33.75	**61.50**	***19.68***	**81.18**
P	The Valley	12.00	25.00	45.00	**82.00**	***16.40***	**98.40**
P-75%	The Valley	9.00	18.75	33.75	**61.50**	***12.30***	**73.80**
	Antigua and Barbuda - Currency; dollar (US). NOTE: One Rate For Country						
C	St. John's	13.00	25.00	42.00	**80.00**	***25.60***	**105.60**
C-75%	St. John's	9.75	18.75	31.50	**60.00**	***19.20***	**79.20**
P	St. John's	13.00	25.00	42.00	**80.00**	***16.00***	**96.00**
P-75%	St. John's	9.75	18.75	31.50	**60.00**	***12.00***	**72.00**
	Argentina - Currency; peso						
C	Buenos Aires	*	27.00	43.00	**70.00**	***28.00***	**98.00**
C-75%	Buenos Aires	*	20.25	32.25	**52.50**	***21.00***	**73.50**

C = Commercial Accommodation
P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P	Buenos Aires	*	27.00	43.00	**70.00**	***17.50***	**87.50**
P-75%	Buenos Aires	*	20.25	32.25	**52.50**	***13.13***	**65.63**
C	Other	*	21.60	34.40	**56.00**	***22.40***	**78.40**
C-75%	Other	*	16.20	25.80	**42.00**	***16.80***	**58.80**
P	Other	*	21.60	34.40	**56.00**	***14.00***	**70.00**
P-75%	Other	*	16.20	25.80	**42.00**	***10.50***	**52.50**
	Armenia - Currency; dollar (US). NOTE: One Rate For Country						
C	Yerevan	6.00	7.00	16.00	**29.00**	***9.28***	**38.28**
C-75%	Yerevan	4.50	5.25	12.00	**21.75**	***6.96***	**28.71**
P	Yerevan	6.00	7.00	16.00	**29.00**	***5.80***	**34.80**
P-75%	Yerevan	4.50	5.25	12.00	**21.75**	***4.35***	**26.10**
	Aruba (Kingdom of the Netherlands) - Currency; dollar (US). NOTE: One Rate for Country						
C	Oranjestad	6.00	15.00	25.00	**46.00**	***14.72***	**60.72**
C-75%	Oranjestad	4.50	11.25	18.75	**34.50**	***11.04***	**45.54**
P	Oranjestad	6.00	15.00	25.00	**46.00**	***9.20***	**55.20**

C = Commercial Accommodation
P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Oranjestad	4.50	11.25	18.75	**34.50**	***6.90***	**41.40**
	Australia - Currency; dollar (A)						
C	Adelaide	26.00	28.00	42.00	**96.00**	***30.72***	**126.72**
C-75%	Adelaide	19.50	21.00	31.50	**72.00**	***23.04***	**95.04**
P	Adelaide	26.00	28.00	42.00	**96.00**	***19.20***	**115.20**
P-75%	Adelaide	19.50	21.00	31.50	**72.00**	***14.40***	**86.40**
C	Brisbane	21.00	37.00	49.00	**107.00**	***34.24***	**141.24**
C-75%	Brisbane	15.75	27.75	36.75	**80.25**	***25.68***	**105.93**
P	Brisbane	21.00	37.00	49.00	**107.00**	***21.40***	**128.40**
P-75%	Brisbane	15.75	27.75	36.75	**80.25**	***16.05***	**96.30**
C	Canberra	25.00	29.00	41.00	**95.00**	***30.40***	**125.40**
C-75%	Canberra	18.75	21.75	30.75	**71.25**	***22.80***	**94.05**
P	Canberra	25.00	29.00	41.00	**95.00**	***19.00***	**114.00**
P-75%	Canberra	18.75	21.75	30.75	**71.25**	***14.25***	**85.50**
C	Hobart	17.00	33.00	41.00	**91.00**	***29.12***	**120.12**
C-75%	Hobart	12.75	24.75	30.75	**68.25**	***21.84***	**90.09**
P	Hobart	17.00	33.00	41.00	**91.00**	***18.20***	**109.20**

C = Commercial Accommodation
P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Hobart	12.75	24.75	30.75	**68.25**	***13.65***	**81.90**
C	Melbourne	23.00	31.00	48.00	**102.00**	***32.64***	**134.64**
C-75%	Melbourne	17.25	23.25	36.00	**76.50**	***24.48***	**100.98**
P	Melbourne	23.00	31.00	48.00	**102.00**	***20.40***	**122.40**
P-75%	Melbourne	17.25	23.25	36.00	**76.50**	***15.30***	**91.80**
C	Perth	24.00	35.00	51.00	**110.00**	***35.20***	**145.20**
C-75%	Perth	18.00	26.25	38.25	**82.50**	***26.40***	**108.90**
P	Perth	24.00	35.00	51.00	**110.00**	***22.00***	**132.00**
P-75%	Perth	18.00	26.25	38.25	**82.50**	***16.50***	**99.00**
C	Sydney	15.00	34.00	62.00	**111.00**	***35.52***	**146.52**
C-75%	Sydney	11.25	25.50	46.50	**83.25**	***26.64***	**109.89**
P	Sydney	15.00	34.00	62.00	**111.00**	***22.20***	**133.20**
P-75%	Sydney	11.25	25.50	46.50	**83.25**	***16.65***	**99.90**
C	Other	20.00	23.20	32.80	**76.00**	***24.32***	**100.32**
C-75%	Other	15.00	17.40	24.60	**57.00**	***18.24***	**75.24**
P	Other	20.00	23.20	32.80	**76.00**	***15.20***	**91.20**
P-75%	Other	15.00	17.40	24.60	**57.00**	***11.40***	**68.40**

C = Commercial Accommodation
P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Austria - Currency; euro						
C	Graz	*	21.00	28.00	**49.00**	***19.60***	**68.60**
C-75%	Graz	*	15.75	21.00	**36.75**	***14.70***	**51.45**
P	Graz	*	21.00	28.00	**49.00**	***12.25***	**61.25**
P-75%	Graz	*	15.75	21.00	**36.75**	***9.19***	**45.94**
C	Saltzburg	*	22.00	33.00	**55.00**	***22.00***	**77.00**
C-75%	Saltzburg	*	16.50	24.75	**41.25**	***16.50***	**57.75**
P	Saltzburg	*	22.00	33.00	**55.00**	***13.75***	**68.75**
P-75%	Saltzburg	*	16.50	24.75	**41.25**	***10.31***	**51.56**
C	Vienna	9.00	18.00	24.00	**51.00**	***16.32***	**67.32**
C-75%	Vienna	6.75	13.50	18.00	**38.25**	***12.24***	**50.49**
P	Vienna	9.00	18.00	24.00	**51.00**	***10.20***	**61.20**
P-75%	Vienna	6.75	13.50	18.00	**38.25**	***7.65***	**45.90**
C	Other	7.20	14.40	19.20	**40.80**	***13.06***	**53.86**
C-75%	Other	5.40	10.80	14.40	**30.60**	***9.79***	**40.39**
P	Other	7.20	14.40	19.20	**40.80**	***8.16***	**44.78**
P-75%	Other	5.40	10.80	14.40	**30.60**	***6.12***	**36.72**

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*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Azerbaijan - Currency; dollar (US). NOTE: One Rate For Country						
C	Baku	14.00	15.00	21.00	**50.00**	***16.00***	**66.00**
C-75%	Baku	10.50	11.25	15.75	**37.50**	***12.00***	**49.50**
P	Baku	14.00	15.00	21.00	**50.00**	***10.00***	**60.00**
P-75%	Baku	10.50	11.25	15.75	**37.50**	***7.50***	**45.00**
	Bahamas - Currency; dollar (US). NOTE: One Rate For Country						
C	Nassau	10.00	24.00	40.00	**74.00**	***23.68***	**97.68**
C-75%	Nassau	7.50	18.00	30.00	**55.50**	***17.76***	**73.26**
P	Nassau	10.00	24.00	40.00	**74.00**	***14.80***	**88.80**
P-75%	Nassau	7.50	18.00	30.00	**55.50**	***11.10***	**66.60**
	Bahrain - Currency; dinar (B). NOTE: One Rate For Country						
C	Manama	8.00	11.00	13.00	**32.00**	***10.24***	**42.24**
C-75%	Manama	6.00	8.25	9.75	**24.00**	***7.68***	**31.68**
P	Manama	8.00	11.00	13.00	**32.00**	***6.40***	**38.40**
P-75%	Manama	6.00	8.25	9.75	**24.00**	***4.80***	**28.80**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Bangladesh - Currency; taka						
C	Dhaka	600.00	650.00	800.00	**2050.00**	***656.00***	**2706.00**
C-75%	Dhaka	450.00	487.50	600.00	**1537.50**	***492.00***	**2029.50**
P	Dhaka	600.00	650.00	800.00	**2050.00**	***410.00***	**2460.00**
P-75%	Dhaka	450.00	487.50	600.00	**1537.50**	***307.50***	**1845.00**
C	Other	480.00	520.00	640.00	**1640.00**	***524.80***	**2164.80**
C-75%	Other	360.00	390.00	480.00	**1230.00**	***393.60***	**1623.60**
P	Other	480.00	520.00	640.00	**1640.00**	***328.00***	**1968.00**
P-75%	Other	360.00	390.00	480.00	**1230.00**	***246.00***	**1476.00**
	Barbados - Currency; dollar (BDS). NOTE: One Rate For Country						
C	Bridgetown	21.00	47.00	60.00	**128.00**	***40.96***	**168.96**
C-75%	Bridgetown	15.75	35.25	45.00	**96.00**	***30.72***	**126.72**
P	Bridgetown	21.00	47.00	60.00	**128.00**	***25.60***	**153.60**
P-75%	Bridgetown	15.75	35.25	45.00	**96.00**	***19.20***	**115.20**
	Belarus - Currency; dollar (US). NOTE: One Rate For Country						
C	Minsk	2.00	6.50	13.00	**21.50**	***6.88***	**28.38**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Minsk	1.50	4.88	9.75	**16.13**	***5.16***	**21.29**
P	Minsk	2.00	6.50	13.00	**21.50**	***4.30***	**25.80**
P-75%	Minsk	1.50	4.88	9.75	**16.13**	***3.23***	**19.35**
	Belgium - Currency; euro						
C	Brussels	*	20.00	29.00	**49.00**	***19.60***	**68.60**
C-75%	Brussels	*	15.00	21.75	**36.75**	***14.70***	**51.45**
P	Brussels	*	20.00	29.00	**49.00**	***12.25***	**61.25**
P-75%	Brussels	*	15.00	21.75	**36.75**	***9.19***	**45.94**
C	Other	*	16.00	23.20	**39.20**	***15.68***	**54.88**
C-75%	Other	*	12.00	17.40	**29.40**	***11.76***	**41.16**
P	Other	*	16.00	23.20	**39.20**	***9.80***	**49.00**
P-75%	Other	*	12.00	17.40	**29.40**	***7.35***	**36.75**
	Belize - Currency; dollar (BZ)						
C	Belize City	30.00	90.00	130.00	**250.00**	***80.00***	**330.00**
C-75%	Belize City	22.50	67.50	97.50	**187.50**	***60.00***	**247.50**
P	Belize City	30.00	90.00	130.00	**250.00**	***50.00***	**300.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Belize City	22.50	67.50	97.50	**187.50**	***37.50***	**225.00**
C	Other	24.00	72.00	104.00	**200.00**	***64.00***	**264.00**
C-75%	Other	18.00	54.00	78.00	**150.00**	***48.00***	**198.00**
P	Other	24.00	72.00	104.00	**200.00**	***40.00***	**240.00**
P-75%	Other	18.00	54.00	78.00	**150.00**	***30.00***	**180.00**
	Benin - Currency; franc (CFA)						
C	Cotonou	7000.00	8000.00	12000.00	**27000.00**	***8640.00***	**35640.00**
C-75%	Cotonou	5250.00	6000.00	9000.00	**20250.00**	***6480.00***	**26730.00**
P	Cotonou	7000.00	8000.00	12000.00	**27000.00**	***5400.00***	**32400.00**
P-75%	Cotonou	5250.00	6000.00	9000.00	**20250.00**	***4050.00***	**24300.00**
C	Other	5600.00	6400.00	9600.00	**21600.00**	***6912.00***	**28512.00**
C-75%	Other	4200.00	4800.00	7200.00	**16200.00**	***5184.00***	**21384.00**
P	Other	5600.00	6400.00	9600.00	**21600.00**	***4320.00***	**25920.00**
P-75%	Other	4200.00	4800.00	7200.00	**16200.00**	***3240.00***	**19440.00**
	Bermuda - Currency; dollar (US). NOTE: One Rate For Country						
C	Hamilton	18.00	24.00	37.00	**79.00**	***25.28***	**104.28**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Hamilton	13.50	18.00	27.75	**59.25**	***18.96***	**78.21**
P	Hamilton	18.00	24.00	37.00	**79.00**	***15.80***	**94.80**
P-75%	Hamilton	13.50	18.00	27.75	**59.25**	***11.85***	**71.10**
	Bhutan - Currency; ngultrum. NOTE: One Rate For Country						
C	Thimphu	160.00	260.00	330.00	**750.00**	***240.00***	**990.00**
C-75%	Thimphu	120.00	195.00	247.50	**562.50**	***180.00***	**742.50**
P	Thimphu	160.00	260.00	330.00	**750.00**	***150.00***	**900.00**
P-75%	Thimphu	120.00	195.00	247.50	**562.50**	***112.50***	**675.00**
	Bolivia - Currency; dollar (US)						
C	La Paz	7.50	10.00	11.50	**29.00**	***9.28***	**38.28**
C-75%	La Paz	5.63	7.50	8.63	**21.75**	***6.96***	**28.71**
P	La Paz	7.50	10.00	11.50	**29.00**	***5.80***	**34.80**
P-75%	La Paz	5.63	7.50	8.63	**21.75**	***4.35***	**26.10**
C	Other	6.00	8.00	9.20	**23.20**	***7.42***	**30.62**
C-75%	Other	4.50	6.00	6.90	**17.40**	***5.57***	**22.97**
P	Other	6.00	8.00	9.20	**23.20**	***4.64***	**27.84**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Other	4.50	6.00	6.90	**17.40**	***3.48***	**20.88**
	Bonaire (Kingdom of the Netherlands) -Currency; Netherlands Antilles guilder						
C	Kralendijk	*	*	*	*	***40.00%***	*
C-75%	Kralendijk	*	*	*	*	***30.00%***	*
P	Kralendijk	*	*	*	*	***25.00%***	*
P-75%	Kralendijk	*	*	*	*	***18.75%***	*
	Bosnia-Herzegovina - Currency; euro						
C	Sarajevo	*	16.00	26.00	**42.00**	***16.80***	**58.80**
C-75%	Sarajevo	*	12.00	19.50	**31.50**	***12.60***	**44.10**
P	Sarajevo	*	16.00	26.00	**42.00**	***10.50***	**52.50**
P-75%	Sarajevo	*	12.00	19.50	**31.50**	***7.88***	**39.38**
C	Other	*	12.80	20.80	**33.60**	***13.44***	**47.04**
C-75%	Other	*	9.60	15.60	**25.20**	***10.08***	**35.28**
P	Other	*	12.80	20.80	**33.60**	***8.40***	**42.00**
P-75%	Other	*	9.60	15.60	**25.20**	***6.30***	**31.50**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Botswana - Currency; pula						
C	Gaborone	57.00	80.00	100.00	**237.00**	***75.84***	**312.84**
C-75%	Gaborone	42.75	60.00	75.00	**177.75**	***56.88***	**234.63**
P	Gaborone	57.00	80.00	100.00	**237.00**	***47.40***	**284.40**
P-75%	Gaborone	42.75	60.00	75.00	**177.75**	***35.55***	**213.30**
C	Other	45.60	64.00	80.00	**189.60**	***60.67***	**250.27**
C-75%	Other	34.20	48.00	60.00	**142.20**	***45.50***	**187.70**
P	Other	45.60	64.00	80.00	**189.60**	***37.92***	**227.52**
P-75%	Other	34.20	48.00	60.00	**142.20**	***28.44***	**170.64**
	Brazil - Currency; dollar (US)						
C	Brasilia	10.00	19.00	21.00	**50.00**	***16.00***	**66.00**
C-75%	Brasilia	7.50	14.25	15.75	**37.50**	***12.00***	**49.50**
P	Brasilia	10.00	19.00	21.00	**50.00**	***10.00***	**60.00**
P-75%	Brasilia	7.50	14.25	15.75	**37.50**	***7.50***	**45.00**
C	Rio de Janeiro	10.00	21.00	29.00	**60.00**	***19.20***	**79.20**
C-75%	Rio de Janeiro	7.50	15.75	21.75	**45.00**	***14.40***	**59.40**
P	Rio de Janeiro	10.00	21.00	29.00	**60.00**	***12.00***	**72.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Rio de Janeiro	7.50	15.75	21.75	**45.00**	***9.00***	**54.00**
C	Sao Paulo	13.00	18.00	28.00	**59.00**	***18.88***	**77.88**
C-75%	Sao Paulo	9.75	13.50	21.00	**44.25**	***14.16***	**58.41**
P	Sao Paulo	13.00	18.00	28.00	**59.00**	***11.80***	**70.80**
P-75%	Sao Paulo	9.75	13.50	21.00	**44.25**	***8.85***	**53.10**
C	Other	8.00	15.20	16.80	**40.00**	***12.80***	**52.80**
C-75%	Other	6.00	11.40	12.60	**30.00**	***9.60***	**39.60**
P	Other	8.00	15.20	16.80	**40.00**	***8.00***	**48.00**
P-75%	Other	6.00	11.40	12.60	**30.00**	***6.00***	**36.00**
	Brunei - Currency; dollar (B). NOTE: One Rate For Country						
C	Bandar Seri Begawan	15.00	27.00	42.00	**84.00**	***26.88***	**110.88**
C-75%	Bandar Seri Begawan	11.25	20.25	31.50	**63.00**	***20.16***	**83.16**
P	Bandar Seri Begawan	15.00	27.00	42.00	**84.00**	***16.80***	**100.80**
P-75%	Bandar Seri Begawan	11.25	20.25	31.50	**63.00**	***12.60***	**75.60**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Bulgaria - Currency; dollar (US)						
C	Sofia	*	19.00	27.00	**46.00**	***18.40***	**64.40**
C-75%	Sofia	*	14.25	20.25	**34.50**	***13.80***	**48.30**
P	Sofia	*	19.00	27.00	**46.00**	***11.50***	**57.50**
P-75%	Sofia	*	14.25	20.25	**34.50**	***8.63***	**43.13**
C	Other	*	15.20	21.60	**36.80**	***14.72***	**51.52**
C-75%	Other	*	11.40	16.20	**27.60**	***11.04***	**38.64**
P	Other	*	15.20	21.60	**36.80**	***9.20***	**46.00**
P-75%	Other	*	11.40	16.20	**27.60**	***6.90***	**34.50**
	Burkina Faso - Currency; franc (CFA)						
C	Ouagadougou	6800.00	9300.00	10500.00	**26600.00**	***8512.00***	**35112.00**
C-75%	Ouagadougou	5100.00	6975.00	7875.00	**19950.00**	***6384.00***	**26334.00**
P	Ouagadougou	6800.00	9300.00	10500.00	**26600.00**	***5320.00***	**31920.00**
P-75%	Ouagadougou	5100.00	6975.00	7875.00	**19950.00**	***3990.00***	**23940.00**
C	Other	5440.00	7440.00	8400.00	**21280.00**	***6809.60***	**28089.60**
C-75%	Other	4080.00	5580.00	6300.00	**15960.00**	***5107.20***	**21067.20**
P	Other	5440.00	7440.00	8400.00	**21280.00**	***4256.00***	**25536.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Other	4080.00	5580.00	6300.00	**15960.00**	***3192.00***	**19152.00**
	Burundi - Currency; franc (BU)						
C	Bujumbura	7600.00	15300.00	18300.00	**41200.00**	***13184.00***	**54384.00**
C-75%	Bujumbura	5700.00	11475.00	13725.00	**30900.00**	***9888.00***	**40788.00**
P	Bujumbura	7600.00	15300.00	18300.00	**41200.00**	***8240.00***	**49440.00**
P-75%	Bujumbura	5700.00	11475.00	13725.00	**30900.00**	***6180.00***	**37080.00**
C	Other	6080.00	12240.00	14640.00	**32960.00**	***10547.20***	**43507.20**
C-75%	Other	4560.00	9180.00	10980.00	**24720.00**	***7910.40***	**32630.40**
P	Other	6080.00	12240.00	14640.00	**32960.00**	***6592.00***	**39552.00**
P-75%	Other	4560.00	9180.00	10980.00	**24720.00**	***4944.00***	**29664.00**
	Cambodia - Currency; dollar (US)						
C	Phnom Phen	9.50	14.00	21.00	**44.50**	***14.24***	**58.74**
C-75%	Phnom Phen	7.13	10.50	15.75	**33.38**	***10.68***	**44.06**
P	Phnom Phen	9.50	14.00	21.00	**44.50**	***8.90***	**53.40**
P-75%	Phnom Phen	7.13	10.50	15.75	**33.38**	***6.68***	**40.05**
C	Other	7.60	11.20	16.80	**35.60**	***11.39***	**46.99**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	5.70	8.40	12.60	**26.70**	***8.54***	**35.24**
P	Other	7.60	11.20	16.80	**35.60**	***7.12***	**42.72**
P-75%	Other	5.70	8.40	12.60	**26.70**	***5.34***	**32.04**
	Cameroon - Currency; franc (CFA)						
C	Douala	5900.00	10500.00	15800.00	**32200.00**	***10304.00***	**42504.00**
C-75%	Douala	4425.00	7875.00	11850.00	**24150.00**	***7728.00***	**31878.00**
P	Douala	5900.00	10500.00	15800.00	**32200.00**	***6440.00***	**38640.00**
P-75%	Douala	4425.00	7875.00	11850.00	**24150.00**	***4830.00***	**28980.00**
C	Yaoundé	6850.00	10050.00	11800.00	**28700.00**	***9184.00***	**37884.00**
C-75%	Yaoundé	5137.50	7537.50	8850.00	**21525.00**	***6888.00***	**28413.00**
P	Yaoundé	6850.00	10050.00	11800.00	**28700.00**	***5740.00***	**34440.00**
P-75%	Yaoundé	5137.50	7537.50	8850.00	**21525.00**	***4305.00***	**25830.00**
C	Other	5480.00	8040.00	9440.00	**22960.00**	***7347.20***	**30307.20**
C-75%	Other	4110.00	6030.00	7080.00	**17220.00**	***5510.40***	**22730.40**
P	Other	5480.00	8040.00	9440.00	**22960.00**	***4592.00***	**27552.00**
P-75%	Other	4110.00	6030.00	7080.00	**17220.00**	***3444.00***	**20664.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Cape Verde - Currency; escudo						
C	Praia	*	1100.00	1500.00	**2600.00**	***1040.00***	**3640.00**
C-75%	Praia	*	825.00	1125.00	**1950.00**	***780.00***	**2730.00**
P	Praia	*	1100.00	1500.00	**2600.00**	***650.00***	**3250.00**
P-75%	Praia	*	825.00	1125.00	**1950.00**	***487.50***	**2437.50**
C	Other	*	880.00	1200.00	**2080.00**	***832.00***	**2912.00**
C-75%	Other	*	660.00	900.00	**1560.00**	***624.00***	**2184.00**
P	Other	*	880.00	1200.00	**2080.00**	***520.00***	**2600.00**
P-75%	Other	*	660.00	900.00	**1560.00**	***390.00***	**1950.00**
	Cayman Islands - Currency; dollar (CI). NOTE: One Rate For Country						
C	George Town	12.00	21.00	35.00	**68.00**	***21.76***	**89.76**
C-75%	George Town	9.00	15.75	26.25	**51.00**	***16.32***	**67.32**
P	George Town	12.00	21.00	35.00	**68.00**	***13.60***	**81.60**
P-75%	George Town	9.00	15.75	26.25	**51.00**	***10.20***	**61.20**
	Central African Republic - Currency; franc (CFA)						
C	Bangui	5000.00	5500.00	9150.00	**19650.00**	***6288.00***	**25938.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Bangui	3750.00	4125.00	6862.50	**14737.50**	***4716.00***	**19453.50**
P	Bangui	5000.00	5500.00	9150.00	**19650.00**	***3930.00***	**23580.00**
P-75%	Bangui	3750.00	4125.00	6862.50	**14737.50**	***2947.50***	**17685.00**
C	Other	4000.00	4400.00	7320.00	**15720.00**	***5030.40***	**20750.40**
C-75%	Other	3000.00	3300.00	5490.00	**11790.00**	***3772.80***	**15562.80**
P	Other	4000.00	4400.00	7320.00	**15720.00**	***3144.00***	**18864.00**
P-75%	Other	3000.00	3300.00	5490.00	**11790.00**	***2358.00***	**14148.00**
	Chad - Currency; franc (CFA). NOTE: One Rate For Country						
C	N'Djamena	4000.00	9000.00	11000.00	**24000.00**	***7680.00***	**31680.00**
C-75%	N'Djamena	3000.00	6750.00	8250.00	**18000.00**	***5760.00***	**23760.00**
P	N'Djamena	4000.00	9000.00	11000.00	**24000.00**	***4800.00***	**28800.00**
P-75%	N'Djamena	3000.00	6750.00	8250.00	**18000.00**	***3600.00***	**21600.00**
	Chile - Currency; peso (C)						
C	Santiago	7000.00	12600.00	16200.00	**35800.00**	***11456.00***	**47256.00**
C-75%	Santiago	5250.00	9450.00	12150.00	**26850.00**	***8592.00***	**35442.00**
P	Santiago	7000.00	12600.00	16200.00	**35800.00**	***7160.00***	**42960.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Santiago	5250.00	9450.00	12150.00	**26850.00**	***5370.00***	**32220.00**
C	Other	5600.00	10080.00	12960.00	**28640.00**	***9164.80***	**37804.80**
C-75%	Other	4200.00	7560.00	9720.00	**21480.00**	***6873.60***	**28353.60**
P	Other	5600.00	10080.00	12960.00	**28640.00**	***5728.00***	**34368.00**
P-75%	Other	4200.00	7560.00	9720.00	**21480.00**	***4296.00***	**25776.00**
	China - Currency; renminbi						
C	Beijing	*	120.00	190.00	**310.00**	***124.00***	**434.00**
C-75%	Beijing	*	90.00	142.50	**232.50**	***93.00***	**325.50**
P	Beijing	*	120.00	190.00	**310.00**	***77.50***	**387.50**
P-75%	Beijing	*	90.00	142.50	**232.50**	***58.13***	**290.63**
C	Guangzhou (Canton)	90.00	150.00	250.00	**490.00**	***156.80***	**646.80**
C-75%	Guangzhou (Canton)	67.50	112.50	187.50	**367.50**	***117.60***	**485.10**
P	Guangzhou (Canton)	90.00	150.00	250.00	**490.00**	***98.00***	**588.00**
P-75%	Guangzhou (Canton)	67.50	112.50	187.50	**367.50**	***73.50***	**441.00**
C	Lhasa	*	96.00	152.00	**248.00**	***99.20***	**347.20**
C-75%	Lhasa	*	72.00	114.00	**186.00**	***74.40***	**260.40**
P	Lhasa	*	96.00	152.00	**248.00**	***62.00***	**310.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Lhasa	*	72.00	114.00	**186.00**	***46.50***	**232.50**
C	Shanghai	165.00	190.00	225.00	**580.00**	***185.60***	**765.60**
C-75%	Shanghai	123.75	142.50	168.75	**435.00**	***139.20***	**574.20**
P	Shanghai	165.00	190.00	225.00	**580.00**	***116.00***	**696.00**
P-75%	Shanghai	123.75	142.50	168.75	**435.00**	***87.00***	**522.00**
C	Other	*	96.00	152.00	**248.00**	***99.20***	**347.20**
C-75%	Other	*	72.00	114.00	**186.00**	***74.40***	**260.40**
P	Other	*	96.00	152.00	**248.00**	***62.00***	**310.00**
P-75%	Other	*	72.00	114.00	**186.00**	***46.50***	**232.50**
	Christmas Island - Currency; dollar (A). NOTE: One Rate For Country						
C	Flying Fish Cove	*	*	*	*	***40.00%***	*
C-75%	Flying Fish Cove	*	*	*	*	***30.00%***	*
P	Flying Fish Cove	*	*	*	*	***25.00%***	*
P-75%	Flying Fish Cove	*	*	*	*	***18.75%***	*
	Colombia - Currency; dollar (US)						
C	Bogota	10.00	14.00	19.00	**43.00**	***13.76***	**56.76**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Bogota	7.50	10.50	14.25	**32.25**	***10.32***	**42.57**
P	Bogota	10.00	14.00	19.00	**43.00**	***8.60***	**51.60**
P-75%	Bogota	7.50	10.50	14.25	**32.25**	***6.45***	**38.70**
C	Cali	8.00	18.00	24.00	**50.00**	***16.00***	**66.00**
C-75%	Cali	6.00	13.50	18.00	**37.50**	***12.00***	**49.50**
P	Cali	8.00	18.00	24.00	**50.00**	***10.00***	**60.00**
P-75%	Cali	6.00	13.50	18.00	**37.50**	***7.50***	**45.00**
C	Cartagena	8.00	16.00	19.00	**43.00**	***13.76***	**56.76**
C-75%	Cartagena	6.00	12.00	14.25	**32.25**	***10.32***	**42.57**
P	Cartagena	8.00	16.00	19.00	**43.00**	***8.60***	**51.60**
P-75%	Cartagena	6.00	12.00	14.25	**32.25**	***6.45***	**38.70**
C	Medellïn	8.00	18.00	20.00	**46.00**	***14.72***	**60.72**
C-75%	Medellïn	6.00	13.50	15.00	**34.50**	***11.04***	**45.54**
P	Medellïn	8.00	18.00	20.00	**46.00**	***9.20***	**55.20**
P-75%	Medellïn	6.00	13.50	15.00	**34.50**	***6.90***	**41.40**
C	Other	8.00	11.20	15.20	**34.40**	***11.01***	**45.41**
C-75%	Other	6.00	8.40	11.40	**25.80**	***8.26***	**34.06**
P	Other	8.00	11.20	15.20	**34.40**	***6.88***	**41.28**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Other	6.00	8.40	11.40	**25.80**	***5.16***	**30.96**
	Comoros - Currency; comoros franc. NOTE: One Rate For Country						
C	Moroni	*	*	*	*	***40.00%***	*
C-75%	Moroni	*	*	*	*	***30.00%***	*
P	Moroni	*	*	*	*	***25.00%***	*
P-75%	Moroni	*	*	*	*	***18.75%***	*
	Congo - Currency; franc (CFA)						
C	Brazzaville	9900.00	10100.00	14400.00	**34400.00**	***11008.00***	**45408.00**
C-75%	Brazzaville	7425.00	7575.00	10800.00	**25800.00**	***8256.00***	**34056.00**
P	Brazzaville	9900.00	10100.00	14400.00	**34400.00**	***6880.00***	**41280.00**
P-75%	Brazzaville	7425.00	7575.00	10800.00	**25800.00**	***5160.00***	**30960.00**
C	Other	7920.00	8080.00	11520.00	**27520.00**	***8806.40***	**36326.40**
C-75%	Other	5940.00	6060.00	8640.00	**20640.00**	***6604.80***	**27244.80**
P	Other	7920.00	8080.00	11520.00	**27520.00**	***5504.00***	**33024.00**
P-75%	Other	5940.00	6060.00	8640.00	**20640.00**	***4128.00***	**24768.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Congo, Dem. Republic of - Currency; dollar (US)						
C	Kinshasa	16.00	36.00	45.00	**97.00**	***31.04***	**128.04**
C-75%	Kinshasa	12.00	27.00	33.75	**72.75**	***23.28***	**96.03**
P	Kinshasa	16.00	36.00	45.00	**97.00**	***19.40***	**116.40**
P-75%	Kinshasa	12.00	27.00	33.75	**72.75**	***14.55***	**87.30**
C	Other	12.80	28.80	36.00	**77.60**	***24.83***	**102.43**
C-75%	Other	9.60	21.60	27.00	**58.20**	***18.62***	**76.82**
P	Other	12.80	28.80	36.00	**77.60**	***15.52***	**93.12**
P-75%	Other	9.60	21.60	27.00	**58.20**	***11.64***	**69.84**
	Cook Islands - Currency; dollar (NZ). NOTE: One Rate For Country						
C	Avarua	*	*	*	*	***40.00%***	*
C-75%	Avarua	*	*	*	*	***30.00%***	*
P	Avarua	*	*	*	*	***25.00%***	*
P-75%	Avarua	*	*	*	*	***18.75%***	*
	Costa Rica - Currency; colon						
C	San José	2400.00	6500.00	10300.00	**19200.00**	***6144.00***	**25344.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	San José	1800.00	4875.00	7725.00	**14400.00**	***4608.00***	**19008.00**
P	San José	2400.00	6500.00	10300.00	**19200.00**	***3840.00***	**23040.00**
P-75%	San José	1800.00	4875.00	7725.00	**14400.00**	***2880.00***	**17280.00**
C	Other	1920.00	5200.00	8240.00	**15360.00**	***4915.20***	**20275.20**
C-75%	Other	1440.00	3900.00	6180.00	**11520.00**	***3686.40***	**15206.40**
P	Other	1920.00	5200.00	8240.00	**15360.00**	***3072.00***	**18432.00**
P-75%	Other	1440.00	3900.00	6180.00	**11520.00**	***2304.00***	**13824.00**
	Côte d'Ivoire - Currency; franc (CFA)						
C	Abidjan	6000.00	12000.00	18000.00	**36000.00**	***11520.00***	**47520.00**
C-75%	Abidjan	4500.00	9000.00	13500.00	**27000.00**	***8640.00***	**35640.00**
P	Abidjan	6000.00	12000.00	18000.00	**36000.00**	***7200.00***	**43200.00**
P-75%	Abidjan	4500.00	9000.00	13500.00	**27000.00**	***5400.00***	**32400.00**
C	Other	4800.00	9600.00	14400.00	**28800.00**	***9216.00***	**38016.00**
C-75%	Other	3600.00	7200.00	10800.00	**21600.00**	***6912.00***	**28512.00**
P	Other	4800.00	9600.00	14400.00	**28800.00**	***5760.00***	**34560.00**
P-75%	Other	3600.00	7200.00	10800.00	**21600.00**	***4320.00***	**25920.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Croatia - Currency; euro						
C	Zagreb	*	22.00	27.00	**49.00**	***19.60***	**68.60**
C-75%	Zagreb	*	16.50	20.25	**36.75**	***14.70***	**51.45**
P	Zagreb	*	22.00	27.00	**49.00**	***12.25***	**61.25**
P-75%	Zagreb	*	16.50	20.25	**36.75**	***9.19***	**45.94**
C	Other	*	17.60	21.60	**39.20**	***15.68***	**54.88**
C-75%	Other	*	13.20	16.20	**29.40**	***11.76***	**41.16**
P	Other	*	17.60	21.60	**39.20**	***9.80***	**49.00**
P-75%	Other	*	13.20	16.20	**29.40**	***7.35***	**36.75**
	Cuba - Currency; Cuban convertible peso. NOTE: One Rate For Country						
C	Havana	13.00	18.00	22.00	**53.00**	***16.96***	**69.96**
C-75%	Havana	9.75	13.50	16.50	**39.75**	***12.72***	**52.47**
P	Havana	13.00	18.00	22.00	**53.00**	***10.60***	**63.60**
P-75%	Havana	9.75	13.50	16.50	**39.75**	***7.95***	**47.70**
	Curaçao (Kingdom of the Netherlands) - Currency; netherlands antilles guilder						
C	Willemstad	*	24.00	34.00	**58.00**	***23.20***	**81.20**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Willemstad	*	18.00	25.50	**43.50**	***17.40***	**60.90**
P	Willemstad	*	24.00	34.00	**58.00**	***14.50***	**72.50**
P-75%	Willemstad	*	18.00	25.50	**43.50**	***10.88***	**54.38**
	Cyprus - Currency; pound (C). NOTE: One Rate For Country						
C	Nicosia	*	11.00	14.00	**25.00**	***10.00***	**35.00**
C-75%	Nicosia	*	8.25	10.50	**18.75**	***7.50***	**26.25**
P	Nicosia	*	11.00	14.00	**25.00**	***6.25***	**31.25**
P-75%	Nicosia	*	8.25	10.50	**18.75**	***4.69***	**23.44**
	Czech Republic - Currency; koruna						
C	Prague	*	445.00	555.00	**1000.00**	***400.00***	**1400.00**
C-75%	Prague	*	333.75	416.25	**750.00**	***300.00***	**1050.00**
P	Prague	*	445.00	555.00	**1000.00**	***250.00***	**1250.00**
P-75%	Prague	*	333.75	416.25	**750.00**	***187.50***	**937.50**
C	Other	*	356.00	444.00	**800.00**	***320.00***	**1120.00**
C-75%	Other	*	267.00	333.00	**600.00**	***240.00***	**840.00**
P	Other	*	356.00	444.00	**800.00**	***200.00***	**1000.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Other	*	267.00	333.00	**600.00**	***150.00***	**750.00**
	Denmark - Currency; krone						
C	Copenhagen	*	200.00	310.00	**510.00**	***204.00***	**714.00**
C-75%	Copenhagen	*	150.00	232.50	**382.50**	***153.00***	**535.50**
P	Copenhagen	*	200.00	310.00	**510.00**	***127.50***	**637.50**
P-75%	Copenhagen	*	150.00	232.50	**382.50**	***95.63***	**478.13**
C	Other	*	160.00	248.00	**408.00**	***163.20***	**571.20**
C-75%	Other	*	120.00	186.00	**306.00**	***122.40***	**428.40**
P	Other	*	160.00	248.00	**408.00**	***102.00***	**510.00**
P-75%	Other	*	120.00	186.00	**306.00**	***76.50***	**382.50**
	Djibouti - Currency; franc (DF). NOTE: One Rate For Country						
C	Djibouti	*	4000.00	4800.00	**8800.00**	***3520.00***	**12320.00**
C-75%	Djibouti	*	3000.00	3600.00	**6600.00**	***2640.00***	**9240.00**
P	Djibouti	*	4000.00	4800.00	**8800.00**	***2200.00***	**11000.00**
P-75%	Djibouti	*	3000.00	3600.00	**6600.00**	***1650.00***	**8250.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Dominica - Currency; dollar (EC). NOTE: One Rate For Country						
C	Roseau	19.00	56.00	58.00	**133.00**	***42.56***	**175.56**
C-75%	Roseau	14.25	42.00	43.50	**99.75**	***31.92***	**131.67**
P	Roseau	19.00	56.00	58.00	**133.00**	***26.60***	**159.60**
P-75%	Roseau	14.25	42.00	43.50	**99.75**	***19.95***	**119.70**
	Dominican Republic - Currency; pesos (RD). NOTE: One Rate For Country						
C	Santo Domingo	390.00	730.00	990.00	**2110.00**	***675.20***	**2785.20**
C-75%	Santo Domingo	292.50	547.50	742.50	**1582.50**	***506.40***	**2088.90**
P	Santo Domingo	390.00	730.00	990.00	**2110.00**	***422.00***	**2532.00**
P-75%	Santo Domingo	292.50	547.50	742.50	**1582.50**	***316.50***	**1899.00**
	East Timor - Currency; dollar (US). NOTE: One Rate For Country						
C	Dili	9.00	19.00	26.00	**54.00**	***17.28***	**71.28**
C-75%	Dili	6.75	14.25	19.50	**40.50**	***12.96***	**53.46**
P	Dili	9.00	19.00	26.00	**54.00**	***10.80***	**64.80**
P-75%	Dili	6.75	14.25	19.50	**40.50**	***8.10***	**48.60**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Ecuador - Currency; dollar (US)						
C	Guayaquil	12.00	15.00	27.00	**54.00**	***17.28***	**71.28**
C-75%	Guayaquil	9.00	11.25	20.25	**40.50**	***12.96***	**53.46**
P	Guayaquil	12.00	15.00	27.00	**54.00**	***10.80***	**64.80**
P-75%	Guayaquil	9.00	11.25	20.25	**40.50**	***8.10***	**48.60**
C	Quito	16.00	20.00	25.00	**61.00**	***19.52***	**80.52**
C-75%	Quito	12.00	15.00	18.75	**45.75**	***14.64***	**60.39**
P	Quito	16.00	20.00	25.00	**61.00**	***12.20***	**73.20**
P-75%	Quito	12.00	15.00	18.75	**45.75**	***9.15***	**54.90**
C	Other	12.80	16.00	20.00	**48.80**	***15.62***	**64.42**
C-75%	Other	9.60	12.00	15.00	**36.60**	***11.71***	**48.31**
P	Other	12.80	16.00	20.00	**48.80**	***9.76***	**58.56**
P-75%	Other	9.60	12.00	15.00	**36.60**	***7.32***	**43.92**
	Egypt - Currency; pound (E)						
C	Cairo	55.00	71.00	107.00	**233.00**	***74.56***	**307.56**
C-75%	Cairo	41.25	53.25	80.25	**174.75**	***55.92***	**230.67**
P	Cairo	55.00	71.00	107.00	**233.00**	***46.60***	**279.60**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Cairo	41.25	53.25	80.25	**174.75**	***34.95***	**209.70**
C	Other	44.00	56.80	85.60	**186.40**	***59.65***	**246.05**
C-75%	Other	33.00	42.60	64.20	**139.80**	***44.74***	**184.54**
P	Other	44.00	56.80	85.60	**186.40**	***37.28***	**223.68**
P-75%	Other	33.00	42.60	64.20	**139.80**	***27.96***	**167.76**
	El Salvador - Currency; dollar (US). NOTE: One Rate For Country						
C	San Salvador	11.00	15.00	22.00	**48.00**	***15.36***	**63.36**
C-75%	San Salvador	8.25	11.25	16.50	**36.00**	***11.52***	**47.52**
P	San Salvador	11.00	15.00	22.00	**48.00**	***9.60***	**57.60**
P-75%	San Salvador	8.25	11.25	16.50	**36.00**	***7.20***	**43.20**
	Equatorial Guinea - Currency; franc (CFA). NOTE: One Rate For Country						
C	Malabo	*	*	*	*	***40.00%***	*
C-75%	Malabo	*	*	*	*	***30.00%***	*
P	Malabo	*	*	*	*	***25.00%***	*
P-75%	Malabo	*	*	*	*	***18.75%***	*

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Eritrea - Currency; nakfa						
C	Asmara	122.00	169.00	219.00	**510.00**	***163.20***	**673.20**
C-75%	Asmara	91.50	126.75	164.25	**382.50**	***122.40***	**504.90**
P	Asmara	122.00	169.00	219.00	**510.00**	***102.00***	**612.00**
P-75%	Asmara	91.50	126.75	164.25	**382.50**	***76.50***	**459.00**
C	Other	97.60	135.20	175.20	**408.00**	***130.56***	**538.56**
C-75%	Other	73.20	101.40	131.40	**306.00**	***97.92***	**403.92**
P	Other	97.60	135.20	175.20	**408.00**	***81.60***	**489.60**
P-75%	Other	73.20	101.40	131.40	**306.00**	***61.20***	**367.20**
	Estonia - Currency; kroon						
C	Tallinn	165.00	245.00	325.00	**735.00**	***235.20***	**970.20**
C-75%	Tallinn	123.75	183.75	243.75	**551.25**	***176.40***	**727.65**
P	Tallinn	165.00	245.00	325.00	**735.00**	***147.00***	**882.00**
P-75%	Tallinn	123.75	183.75	243.75	**551.25**	***110.25***	**661.50**
C	Other	132.00	196.00	260.00	**588.00**	***188.16***	**776.16**
C-75%	Other	99.00	147.00	195.00	**441.00**	***141.12***	**582.12**
P	Other	132.00	196.00	260.00	**588.00**	***117.60***	**705.60**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Other	99.00	147.00	195.00	**441.00**	***88.20***	**529.20**
	Ethiopia - Currency; birr						
C	Addis Ababa	*	100.00	165.00	**265.00**	***106.00***	**371.00**
C-75%	Addis Ababa	*	75.00	123.75	**198.75**	***79.50***	**278.25**
P	Addis Ababa	*	100.00	165.00	**265.00**	***66.25***	**331.25**
P-75%	Addis Ababa	*	75.00	123.75	**198.75**	***49.69***	**248.44**
C	Other	*	80.00	132.00	**212.00**	***84.80***	**296.80**
C-75%	Other	*	60.00	99.00	**159.00**	***63.60***	**222.60**
P	Other	*	80.00	132.00	**212.00**	***53.00***	**265.00**
P-75%	Other	*	60.00	99.00	**159.00**	***39.75***	**198.75**
	Faeroe Islands - Currency; krone (D). NOTE: One Rate For Country						
C	Tórshavn	*	*	*	*	***40.00%***	*
C-75%	Tórshavn	*	*	*	*	***30.00%***	*
P	Tórshavn	*	*	*	*	***25.00%***	*
P-75%	Tórshavn	*	*	*	*	***18.75%***	*

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Falkland Islands - Currency; pound. NOTE: One Rate For Country						
C	Stanley	*	*	*	*	***40.00%***	*
C-75%	Stanley	*	*	*	*	***30.00%***	*
P	Stanley	*	*	*	*	***25.00%***	*
P-75%	Stanley	*	*	*	*	***18.75%***	*
	Fiji - Currency; dollar (Fiji). NOTE: One Rate For Country						
C	Suva	14.00	21.00	36.00	**71.00**	***22.72***	**93.72**
C-75%	Suva	10.50	15.75	27.00	**53.25**	***17.04***	**70.29**
P	Suva	14.00	21.00	36.00	**71.00**	***14.20***	**85.20**
P-75%	Suva	10.50	15.75	27.00	**53.25**	***10.65***	**63.90**
	Finland - Currency; euro						
C	Helsinki	*	24.00	46.00	**70.00**	***28.00***	**98.00**
C-75%	Helsinki	*	18.00	34.50	**52.50**	***21.00***	**73.50**
P	Helsinki	*	24.00	46.00	**70.00**	***17.50***	**87.50**
P-75%	Helsinki	*	18.00	34.50	**52.50**	***13.13***	**65.63**
C	Other	*	19.20	36.80	**56.00**	***22.40***	**78.40**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	*	14.40	27.60	**42.00**	***16.80***	**58.80**
P	Other	*	19.20	36.80	**56.00**	***14.00***	**70.00**
P-75%	Other	*	14.40	27.60	**42.00**	***10.50***	**52.50**
	France - Currency; euro						
C	Nantes	4.50	14.00	19.00	**37.50**	***12.00***	**49.50**
C-75%	Nantes	3.38	10.50	14.25	**28.13**	***9.00***	**37.13**
P	Nantes	4.50	14.00	19.00	**37.50**	***7.50***	**45.00**
P-75%	Nantes	3.38	10.50	14.25	**28.13**	***5.63***	**33.75**
C	Paris	12.00	23.00	31.00	**66.00**	***21.12***	**87.12**
C-75%	Paris	9.00	17.25	23.25	**49.50**	***15.84***	**65.34**
P	Paris	12.00	23.00	31.00	**66.00**	***13.20***	**79.20**
P-75%	Paris	9.00	17.25	23.25	**49.50**	***9.90***	**59.40**
C	Other	9.60	18.40	24.80	**52.80**	***16.90***	**69.70**
C-75%	Other	7.20	13.80	18.60	**39.60**	***12.67***	**52.27**
P	Other	9.60	18.40	24.80	**52.80**	***10.56***	**63.36**
P-75%	Other	7.20	13.80	18.60	**39.60**	***7.92***	**47.52**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	French Guiana - Currency; euro. NOTE: One Rate For Country						
C	Cayenne	*	*	*	*****	***40.00%***	*****
C-75%	Cayenne	*	*	*	*****	***30.00%***	*****
P	Cayenne	*	*	*	*****	***25.00%***	*****
P-75%	Cayenne	*	*	*	*****	***18.75%***	*****
	Gabon - Currency; franc (CFA)						
C	Libreville	7000.00	14000.00	18000.00	**39000.00**	***12480.00***	**51480.00**
C-75%	Libreville	5250.00	10500.00	13500.00	**29250.00**	***9360.00***	**38610.00**
P	Libreville	7000.00	14000.00	18000.00	**39000.00**	***7800.00***	**46800.00**
P-75%	Libreville	5250.00	10500.00	13500.00	**29250.00**	***5850.00***	**35100.00**
C	Other	5600.00	11200.00	14400.00	**31200.00**	***9984.00***	**41184.00**
C-75%	Other	4200.00	8400.00	10800.00	**23400.00**	***7488.00***	**30888.00**
P	Other	5600.00	11200.00	14400.00	**31200.00**	***6240.00***	**37440.00**
P-75%	Other	4200.00	8400.00	10800.00	**23400.00**	***4680.00***	**28080.00**
	Gambia - Currency; dalasis. NOTE: One Rate For Country						
C	Banjul	*	200.00	240.00	**440.00**	***176.00***	**616.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Banjul	*	150.00	180.00	**330.00**	***132.00***	**462.00**
P	Banjul	*	200.00	240.00	**440.00**	***110.00***	**550.00**
P-75%	Banjul	*	150.00	180.00	**330.00**	***82.50***	**412.50**
	Georgia - Currency; dollar (US)						
C	Tbilisi	6.00	10.00	20.00	**36.00**	***11.52***	**47.52**
C-75%	Tbilisi	4.50	7.50	15.00	**27.00**	***8.64***	**35.64**
P	Tbilisi	6.00	10.00	20.00	**36.00**	***7.20***	**43.20**
P-75%	Tbilisi	4.50	7.50	15.00	**27.00**	***5.40***	**32.40**
C	Other	4.80	8.00	16.00	**28.80**	***9.22***	**38.02**
C-75%	Other	3.60	6.00	12.00	**21.60**	***6.91***	**28.51**
P	Other	4.80	8.00	16.00	**28.80**	***5.76***	**34.56**
P-75%	Other	3.60	6.00	12.00	**21.60**	***4.32***	**25.92**
	Germany - Currency; euro						
C	Berlin	15.00	18.00	31.00	**64.00**	***20.48***	**84.48**
C-75%	Berlin	11.25	13.50	23.25	**48.00**	***15.36***	**63.36**
P	Berlin	15.00	18.00	31.00	**64.00**	***12.80***	**76.80**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Berlin	11.25	13.50	23.25	**48.00**	***9.60***	**57.60**
C	Düsseldorf	16.00	23.00	31.00	**70.00**	***22.40***	**92.40**
C-75%	Düsseldorf	12.00	17.25	23.25	**52.50**	***16.80***	**69.30**
P	Düsseldorf	16.00	23.00	31.00	**70.00**	***14.00***	**84.00**
P-75%	Düsseldorf	12.00	17.25	23.25	**52.50**	***10.50***	**63.00**
C	Frankfurt	15.00	19.00	29.00	**63.00**	***20.16***	**83.16**
C-75%	Frankfurt	11.25	14.25	21.75	**47.25**	***15.12***	**62.37**
P	Frankfurt	15.00	19.00	29.00	**63.00**	***12.60***	**75.60**
P-75%	Frankfurt	11.25	14.25	21.75	**47.25**	***9.45***	**56.70**
C	Hamburg	15.00	17.00	24.00	**56.00**	***17.92***	**73.92**
C-75%	Hamburg	11.25	12.75	18.00	**42.00**	***13.44***	**55.44**
P	Hamburg	15.00	17.00	24.00	**56.00**	***11.20***	**67.20**
P-75%	Hamburg	11.25	12.75	18.00	**42.00**	***8.40***	**50.40**
C	Munich	15.00	21.00	28.00	**64.00**	***20.48***	**84.48**
C-75%	Munich	11.25	15.75	21.00	**48.00**	***15.36***	**63.36**
P	Munich	15.00	21.00	28.00	**64.00**	***12.80***	**76.80**
P-75%	Munich	11.25	15.75	21.00	**48.00**	***9.60***	**57.60**
C	Other	12.00	14.40	24.80	**51.20**	***16.38***	**67.58**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	9.00	10.80	18.60	**38.40**	***12.29***	**50.69**
P	Other	12.00	14.40	24.80	**51.20**	***10.24***	**61.44**
P-75%	Other	9.00	10.80	18.60	**38.40**	***7.68***	**46.08**
	Ghana - Currency; cedi						
C	Accra	*	240000.00	280000.00	**520000.00**	***208000.00***	**728000.00**
C-75%	Accra	*	180000.00	210000.00	**390000.00**	***156000.00***	**546000.00**
P	Accra	*	240000.00	280000.00	**520000.00**	***130000.00***	**650000.00**
P-75%	Accra	*	180000.00	210000.00	**390000.00**	***97500.00***	**487500.00**
C	Other	*	192000.00	224000.00	**416000.00**	***166400.00***	**582400.00**
C-75%	Other	*	144000.00	168000.00	**312000.00**	***124800.00***	**436800.00**
P	Other	*	192000.00	224000.00	**416000.00**	***104000.00***	**520000.00**
P-75%	Other	*	144000.00	168000.00	**312000.00**	***78000.00***	**390000.00**
	Gibraltar - Currency; pound. NOTE: One Rate For Country						
C	Gibraltar	*	*	*	*****	***40.00%***	*****
C-75%	Gibraltar	*	*	*	*****	***30.00%***	*****
P	Gibraltar	*	*	*	*****	***25.00%***	*****

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Gibraltar	*	*	*	*****	***18.75%***	*****
	Greece - Currency; euro						
C	Athens	19.00	20.00	28.00	**67.00**	***21.44***	**88.44**
C-75%	Athens	14.25	15.00	21.00	**50.25**	***16.08***	**66.33**
P	Athens	19.00	20.00	28.00	**67.00**	***13.40***	**80.40**
P-75%	Athens	14.25	15.00	21.00	**50.25**	***10.05***	**60.30**
C	Other	15.20	16.00	22.40	**53.60**	***17.15***	**70.75**
C-75%	Other	11.40	12.00	16.80	**40.20**	***12.86***	**53.06**
P	Other	15.20	16.00	22.40	**53.60**	***10.72***	**44.65**
P-75%	Other	11.40	12.00	16.80	**40.20**	***8.04***	**48.24**
	Greenland - Currency; dollar (US).						
C	Nuuk	*	30.00	54.00	**84.00**	***33.60***	**117.60**
C-75%	Nuuk	*	22.50	40.50	**63.00**	***25.20***	**88.20**
P	Nuuk	*	30.00	54.00	**84.00**	***21.00***	**105.00**
P-75%	Nuuk	*	22.50	40.50	**63.00**	***15.75***	**78.75**
C	Thule	*	14.00	21.00	**35.00**	***14.00***	**49.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Thule	*	10.50	15.75	**26.25**	***10.50***	**36.75**
P	Thule	*	14.00	21.00	**35.00**	***8.75***	**43.75**
P-75%	Thule	*	10.50	15.75	**26.25**	***6.56***	**32.81**
C	Other	*	24.00	43.20	**67.20**	***26.88***	**94.08**
C-75%	Other	*	18.00	32.40	**50.40**	***20.16***	**70.56**
P	Other	*	24.00	43.20	**67.20**	***16.80***	**84.00**
P-75%	Other	*	18.00	32.40	**50.40**	***12.60***	**63.00**
	Grenada - Currency; dollar (EC). NOTE: One Rate For Country.						
C	Saint George's	30.00	42.00	75.00	**147.00**	***47.04***	**194.04**
C-75%	Saint George's	22.50	31.50	56.25	**110.25**	***35.28***	**145.53**
P	Saint George's	30.00	42.00	75.00	**147.00**	***29.40***	**176.40**
P-75%	Saint George's	22.50	31.50	56.25	**110.25**	***22.05***	**132.30**
	Guadeloupe - Currency; euro. NOTE: One Rate For Country						
C	Basse-Terre	*	*	*	*****	***40.00%***	*****
C-75%	Basse-Terre	*	*	*	*****	***30.00%***	*****
P	Basse-Terre	*	*	*	*****	***25.00%***	*****

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Basse-Terre	*	*	*	*	***18.75%***	*
	Guam - Currency; dollar (US). NOTE: One Rate For Country						
C	Agaña	*	*	*	*	***40.00%***	*
C-75%	Agaña	*	*	*	*	***30.00%***	*
P	Agaña	*	*	*	*	***25.00%***	*
P-75%	Agaña	*	*	*	*	***18.75%***	*
	Guatemala - Currency; quetzal						
C	Guatemala City	65.00	100.00	160.00	**325.00**	***104.00***	**429.00**
C-75%	Guatemala City	48.75	75.00	120.00	**243.75**	***78.00***	**321.75**
P	Guatemala City	65.00	100.00	160.00	**325.00**	***65.00***	**390.00**
P-75%	Guatemala City	48.75	75.00	120.00	**243.75**	***48.75***	**292.50**
C	Other	52.00	80.00	128.00	**260.00**	***83.20***	**343.20**
C-75%	Other	39.00	60.00	96.00	**195.00**	***62.40***	**257.40**
P	Other	52.00	80.00	128.00	**260.00**	***52.00***	**312.00**
P-75%	Other	39.00	60.00	96.00	**195.00**	***39.00***	**234.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Guinea - Currency; franc (G)						
C	Conakry	36000.00	68000.00	72000.00	**176000.00**	***56320.00***	**232320.00**
C-75%	Conakry	27000.00	51000.00	54000.00	**132000.00**	***42240.00***	**174240.00**
P	Conakry	36000.00	68000.00	72000.00	**176000.00**	***35200.00***	**211200.00**
P-75%	Conakry	27000.00	51000.00	54000.00	**132000.00**	***26400.00***	**158400.00**
C	Other	28800.00	54400.00	57600.00	**140800.00**	***45056.00***	**185856.00**
C-75%	Other	21600.00	40800.00	43200.00	**105600.00**	***33792.00***	**139392.00**
P	Other	28800.00	54400.00	57600.00	**140800.00**	***28160.00***	**168960.00**
P-75%	Other	21600.00	40800.00	43200.00	**105600.00**	***21120.00***	**126720.00**
	Guinea-Bissau - Currency; dollar (CDN). NOTE: One Rate For Country						
C	Bissau	5.00	12.00	18.00	**35.00**	***11.20***	**46.20**
C-75%	Bissau	3.75	9.00	13.50	**26.25**	***8.40***	**34.65**
P	Bissau	5.00	12.00	18.00	**35.00**	***7.00***	**42.00**
P-75%	Bissau	3.75	9.00	13.50	**26.25**	***5.25***	**31.50**
	Guyana - Currency; dollar (G). NOTE: One Rate For Country						
C	Georgetown	1300.00	2200.00	3200.00	**6700.00**	***2144.00***	**8844.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Georgetown	975.00	1650.00	2400.00	**5025.00**	***1608.00***	**6633.00**
P	Georgetown	1300.00	2200.00	3200.00	**6700.00**	***1340.00***	**8040.00**
P-75%	Georgetown	975.00	1650.00	2400.00	**5025.00**	***1005.00***	**6030.00**
	Haiti - Currency; dollars (US)						
C	Port-au-Prince	10.00	25.00	33.00	**68.00**	***21.76***	**89.76**
C-75%	Port-au-Prince	7.50	18.75	24.75	**51.00**	***16.32***	**67.32**
P	Port-au-Prince	10.00	25.00	33.00	**68.00**	***13.60***	**81.60**
P-75%	Port-au-Prince	7.50	18.75	24.75	**51.00**	***10.20***	**61.20**
C	Other	8.00	20.00	26.40	**54.40**	***17.41***	**71.81**
C-75%	Other	6.00	15.00	19.80	**40.80**	***13.06***	**53.86**
P	Other	8.00	20.00	26.40	**54.40**	***10.88***	**65.28**
P-75%	Other	6.00	15.00	19.80	**40.80**	***8.16***	**48.96**
	Honduras - Currency; lempira						
C	San Pedro Sula	95.00	240.00	350.00	**685.00**	***219.20***	**904.20**
C-75%	San Pedro Sula	71.25	180.00	262.50	**513.75**	***164.40***	**678.15**
P	San Pedro Sula	95.00	240.00	350.00	**685.00**	***137.00***	**822.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	San Pedro Sula	71.25	180.00	262.50	**513.75**	***102.75***	**616.50**
C	Tegucigalpa	135.00	250.00	335.00	**720.00**	***230.40***	**950.40**
C-75%	Tegucigalpa	101.25	187.50	251.25	**540.00**	***172.80***	**712.80**
P	Tegucigalpa	135.00	250.00	335.00	**720.00**	***144.00***	**864.00**
P-75%	Tegucigalpa	101.25	187.50	251.25	**540.00**	***108.00***	**648.00**
C	Other	108.00	200.00	268.00	**576.00**	***184.32***	**760.32**
C-75%	Other	81.00	150.00	201.00	**432.00**	***138.24***	**570.24**
P	Other	108.00	200.00	268.00	**576.00**	***115.20***	**691.20**
P-75%	Other	81.00	150.00	201.00	**432.00**	***86.40***	**518.40**
	Hong Kong - Currency; dollar (HK). NOTE: One Rate For Country						
C	Hong Kong	170.00	190.00	275.00	**635.00**	***203.20***	**838.20**
C-75%	Hong Kong	127.50	142.50	206.25	**476.25**	***152.40***	**628.65**
P	Hong Kong	170.00	190.00	275.00	**635.00**	***127.00***	**762.00**
P-75%	Hong Kong	127.50	142.50	206.25	**476.25**	***95.25***	**571.50**
	Hungary - Currency; dollar (CDN)						
C	Budapest	*	18.00	31.00	**49.00**	***19.60***	**68.60**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Budapest	*	13.50	23.25	**36.75**	***14.70***	**51.45**
P	Budapest	*	18.00	31.00	**49.00**	***12.25***	**61.25**
P-75%	Budapest	*	13.50	23.25	**36.75**	***9.19***	**45.94**
C	Other	*	14.40	24.80	**39.20**	***15.68***	**54.88**
C-75%	Other	*	10.80	18.60	**29.40**	***11.76***	**41.16**
P	Other	*	14.40	24.80	**39.20**	***9.80***	**49.00**
P-75%	Other	*	10.80	18.60	**29.40**	***7.35***	**36.75**
	Iceland - Currency; krona (I)						
C	Keflavik	*	1300.00	2700.00	**4000.00**	***1600.00***	**5600.00**
C-75%	Keflavik	*	975.00	2025.00	**3000.00**	***1200.00***	**4200.00**
P	Keflavik	*	1300.00	2700.00	**4000.00**	***1000.00***	**5000.00**
P-75%	Keflavik	*	975.00	2025.00	**3000.00**	***750.00***	**3750.00**
C	Reykjavik	1400.00	1900.00	3200.00	**6500.00**	***2080.00***	**8580.00**
C-75%	Reykjavik	1050.00	1425.00	2400.00	**4875.00**	***1560.00***	**6435.00**
P	Reykjavik	1400.00	1900.00	3200.00	**6500.00**	***1300.00***	**7800.00**
P-75%	Reykjavik	1050.00	1425.00	2400.00	**4875.00**	***975.00***	**5850.00**
C	Other	1120.00	1520.00	2560.00	**5200.00**	***1664.00***	**6864.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	840.00	1140.00	1920.00	**3900.00**	***1248.00***	**5148.00**
P	Other	1120.00	1520.00	2560.00	**5200.00**	***1040.00***	**6240.00**
P-75%	Other	840.00	1140.00	1920.00	**3900.00**	***780.00***	**4680.00**
	India - Currency; rupee (IN)						
C	Chandigarh	200.00	300.00	400.00	**900.00**	***288.00***	**1188.00**
C-75%	Chandigarh	150.00	225.00	300.00	**675.00**	***216.00***	**891.00**
P	Chandigarh	200.00	300.00	400.00	**900.00**	***180.00***	**1080.00**
P-75%	Chandigarh	150.00	225.00	300.00	**675.00**	***135.00***	**810.00**
C	Kolkata (Calcutta)	500.00	700.00	940.00	**2140.00**	***684.80***	**2824.80**
C-75%	Kolkata (Calcutta)	375.00	525.00	705.00	**1605.00**	***513.60***	**2118.60**
P	Kolkata (Calcutta)	500.00	700.00	940.00	**2140.00**	***428.00***	**2568.00**
P-75%	Kolkata (Calcutta)	375.00	525.00	705.00	**1605.00**	***321.00***	**1926.00**
C	Mumbai (Bombay)	*	850.00	1000.00	**1850.00**	***740.00***	**2590.00**
C-75%	Mumbai (Bombay)	*	637.50	750.00	**1387.50**	***555.00***	**1942.50**
P	Mumbai (Bombay)	*	850.00	1000.00	**1850.00**	***462.50***	**2312.50**
P-75%	Mumbai (Bombay)	*	637.50	750.00	**1387.50**	***346.88***	**1734.38**
C	New Delhi	450.00	800.00	900.00	**2150.00**	***688.00***	**2838.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	New Delhi	337.50	600.00	675.00	**1612.50**	***516.00***	**2128.50**
P	New Delhi	450.00	800.00	900.00	**2150.00**	***430.00***	**2580.00**
P-75%	New Delhi	337.50	600.00	675.00	**1612.50**	***322.50***	**1935.00**
C	Other	360.00	640.00	720.00	**1720.00**	***550.40***	**2270.40**
C-75%	Other	270.00	480.00	540.00	**1290.00**	***412.80***	**1702.80**
P	Other	360.00	640.00	720.00	**1720.00**	***344.00***	**2064.00**
P-75%	Other	270.00	480.00	540.00	**1290.00**	***258.00***	**1548.00**
	Indonesia - Currency; dollar (US)						
C	Denpasar (Bali)	11.00	11.00	14.00	**36.00**	***11.52***	**47.52**
C-75%	Denpasar (Bali)	8.25	8.25	10.50	**27.00**	***8.64***	**35.64**
P	Denpasar (Bali)	11.00	11.00	14.00	**36.00**	***7.20***	**43.20**
P-75%	Denpasar (Bali)	8.25	8.25	10.50	**27.00**	***5.40***	**32.40**
C	Jakarta	*	14.00	18.00	**32.00**	***12.80***	**44.80**
C-75%	Jakarta	*	10.50	13.50	**24.00**	***9.60***	**33.60**
P	Jakarta	*	14.00	18.00	**32.00**	***8.00***	**40.00**
P-75%	Jakarta	*	10.50	13.50	**24.00**	***6.00***	**30.00**
C	Other	*	11.20	14.40	**25.60**	***10.24***	**35.84**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	*	8.40	10.80	**19.20**	***7.68***	**26.88**
P	Other	*	11.20	14.40	**25.60**	***6.40***	**32.00**
P-75%	Other	*	8.40	10.80	**19.20**	***4.80***	**24.00**
	Iran - Currency; rial						
C	Tehran	*	51000.00	104000.00	**155000.00**	***62000.00***	**217000.00**
C-75%	Tehran	*	38250.00	78000.00	**116250.00**	***46500.00***	**162750.00**
P	Tehran	*	51000.00	104000.00	**155000.00**	***38750.00***	**193750.00**
P-75%	Tehran	*	38250.00	78000.00	**116250.00**	***29062.50***	**145312.50**
C	Other	*	40800.00	83200.00	**124000.00**	***49600.00***	**173600.00**
C-75%	Other	*	30600.00	62400.00	**93000.00**	***37200.00***	**130200.00**
P	Other	*	40800.00	83200.00	**124000.00**	***31000.00***	**155000.00**
P-75%	Other	*	30600.00	62400.00	**93000.00**	***23250.00***	**116250.00**
	Iraq - Currency; dinar (I). NOTE: One Rate For Country						
C	Baghdad	*	*	*	*	***40.00%***	*
C-75%	Baghdad	*	*	*	*	***30.00%***	*
P	Baghdad	*	*	*	*	***25.00%***	*

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Baghdad	*	*	*	*****	***18.75%***	*****
	Ireland - Currency; euro						
C	Dublin	18.00	26.00	36.00	**80.00**	***25.60***	**105.60**
C-75%	Dublin	13.50	19.50	27.00	**60.00**	***19.20***	**79.20**
P	Dublin	18.00	26.00	36.00	**80.00**	***16.00***	**96.00**
P-75%	Dublin	13.50	19.50	27.00	**60.00**	***12.00***	**72.00**
C	Other	14.40	20.80	28.80	**64.00**	***20.48***	**84.48**
C-75%	Other	10.80	15.60	21.60	**48.00**	***15.36***	**63.36**
P	Other	14.40	20.80	28.80	**64.00**	***12.80***	**76.80**
P-75%	Other	10.80	15.60	21.60	**48.00**	***9.60***	**57.60**
	Israel - Currency; dollar (US). NOTE: One Rate For Country						
C	Tel Aviv	9.00	22.00	31.00	**62.00**	***19.84***	**81.84**
C-75%	Tel Aviv	6.75	16.50	23.25	**46.50**	***14.88***	**61.38**
P	Tel Aviv	9.00	22.00	31.00	**62.00**	***12.40***	**74.40**
P-75%	Tel Aviv	6.75	16.50	23.25	**46.50**	***9.30***	**55.80**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Italy - Currency; euro						
C	Milan	26.00	17.00	25.00	**68.00**	***21.76***	**89.76**
C-75%	Milan	19.50	12.75	18.75	**51.00**	***16.32***	**67.32**
P	Milan	26.00	17.00	25.00	**68.00**	***13.60***	**81.60**
P-75%	Milan	19.50	12.75	18.75	**51.00**	***10.20***	**61.20**
C	Naples	*	18.00	28.00	**46.00**	***18.40***	**64.40**
C-75%	Naples	*	13.50	21.00	**34.50**	***13.80***	**48.30**
P	Naples	*	18.00	28.00	**46.00**	***11.50***	**57.50**
P-75%	Naples	*	13.50	21.00	**34.50**	***8.63***	**43.13**
C	Rome	*	15.00	30.00	**45.00**	***18.00***	**63.00**
C-75%	Rome	*	11.25	22.50	**33.75**	***13.50***	**47.25**
P	Rome	*	15.00	30.00	**45.00**	***11.25***	**56.25**
P-75%	Rome	*	11.25	22.50	**33.75**	***8.44***	**42.19**
C	Venice	*	25.00	34.00	**59.00**	***23.60***	**82.60**
C-75%	Venice	*	18.75	25.50	**44.25**	***17.70***	**61.95**
P	Venice	*	25.00	34.00	**59.00**	***14.75***	**73.75**
P-75%	Venice	*	18.75	25.50	**44.25**	***11.06***	**55.31**
C	Other	*	12.00	24.00	**36.00**	***14.40***	**50.40**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	*	9.00	18.00	**27.00**	***10.80***	**37.80**
P	Other	*	12.00	24.00	**36.00**	***9.00***	**45.00**
P-75%	Other	*	9.00	18.00	**27.00**	***6.75***	**33.75**
	Jamaica - Currency; dollar (CDN). NOTE: One Rate For Country						
C	Kingston	14.00	13.00	30.00	**57.00**	***18.24***	**75.24**
C-75%	Kingston	10.50	9.75	22.50	**42.75**	***13.68***	**56.43**
P	Kingston	14.00	13.00	30.00	**57.00**	***11.40***	**68.40**
P-75%	Kingston	10.50	9.75	22.50	**42.75**	***8.55***	**51.30**
	Japan - Currency; yen						
C	Nagoya	2000.00	3700.00	7900.00	**13600.00**	***4352.00***	**17952.00**
C-75%	Nagoya	1500.00	2775.00	5925.00	**10200.00**	***3264.00***	**13464.00**
P	Nagoya	2000.00	3700.00	7900.00	**13600.00**	***2720.00***	**16320.00**
P-75%	Nagoya	1500.00	2775.00	5925.00	**10200.00**	***2040.00***	**12240.00**
C	Osaka	2400.00	3600.00	7100.00	**13100.00**	***4192.00***	**17292.00**
C-75%	Osaka	1800.00	2700.00	5325.00	**9825.00**	***3144.00***	**12969.00**
P	Osaka	2400.00	3600.00	7100.00	**13100.00**	***2620.00***	**15720.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Osaka	1800.00	2700.00	5325.00	**9825.00**	***1965.00***	**11790.00**
C	Tokyo	2500.00	3000.00	7500.00	**13000.00**	***4160.00***	**17160.00**
C-75%	Tokyo	1875.00	2250.00	5625.00	**9750.00**	***3120.00***	**12870.00**
P	Tokyo	2500.00	3000.00	7500.00	**13000.00**	***2600.00***	**15600.00**
P-75%	Tokyo	1875.00	2250.00	5625.00	**9750.00**	***1950.00***	**11700.00**
C	Other	2000.00	2400.00	6000.00	**10400.00**	***3328.00***	**13728.00**
C-75%	Other	1500.00	1800.00	4500.00	**7800.00**	***2496.00***	**10296.00**
P	Other	2000.00	2400.00	6000.00	**10400.00**	***2080.00***	**12480.00**
P-75%	Other	1500.00	1800.00	4500.00	**7800.00**	***1560.00***	**9360.00**
	Jordan - Currency; dinar (J)						
C	Amman	*	14.00	20.00	**34.00**	***13.60***	**47.60**
C-75%	Amman	*	10.50	15.00	**25.50**	***10.20***	**35.70**
P	Amman	*	14.00	20.00	**34.00**	***8.50***	**42.50**
P-75%	Amman	*	10.50	15.00	**25.50**	***6.38***	**31.88**
C	Other	*	11.20	16.00	**27.20**	***10.88***	**38.08**
C-75%	Other	*	8.40	12.00	**20.40**	***8.16***	**28.56**
P	Other	*	11.20	16.00	**27.20**	***6.80***	**34.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Other	*	8.40	12.00	**20.40**	***5.10***	**25.50**
	Kazakhstan - Currency; dollar (US)						
C	Almaty	30.00	35.00	55.00	**120.00**	***38.40***	**158.40**
C-75%	Almaty	22.50	26.25	41.25	**90.00**	***28.80***	**118.80**
P	Almaty	30.00	35.00	55.00	**120.00**	***24.00***	**144.00**
P-75%	Almaty	22.50	26.25	41.25	**90.00**	***18.00***	**108.00**
C	Other	24.00	28.00	44.00	**96.00**	***30.72***	**126.72**
C-75%	Other	18.00	21.00	33.00	**72.00**	***23.04***	**95.04**
P	Other	24.00	28.00	44.00	**96.00**	***19.20***	**115.20**
P-75%	Other	18.00	21.00	33.00	**72.00**	***14.40***	**86.40**
	Kenya - Currency; shilling (K)						
C	Nairobi	860.00	1400.00	1900.00	**4160.00**	***1331.20***	**5491.20**
C-75%	Nairobi	645.00	1050.00	1425.00	**3120.00**	***998.40***	**4118.40**
P	Nairobi	860.00	1400.00	1900.00	**4160.00**	***832.00***	**4992.00**
P-75%	Nairobi	645.00	1050.00	1425.00	**3120.00**	***624.00***	**3744.00**
C	Other	688.00	1120.00	1520.00	**3328.00**	***1064.96***	**4392.96**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	516.00	840.00	1140.00	**2496.00**	***798.72***	**3294.72**
P	Other	688.00	1120.00	1520.00	**3328.00**	***665.60***	**3993.60**
P-75%	Other	516.00	840.00	1140.00	**2496.00**	***499.20***	**2995.20**
	Kiribati - Currency; dollar (A). NOTE: One Rate For Country						
C	Tarawa	*	*	*	*	***40.00%***	*
C-75%	Tarawa	*	*	*	*	***30.00%***	*
P	Tarawa	*	*	*	*	***25.00%***	*
P-75%	Tarawa	*	*	*	*	***18.75%***	*
	Korea (Republic of) - Currency; won (South Korea)						
C	Seoul	22000.00	35000.00	49000.00	**106000.00**	***33920.00***	**139920.00**
C-75%	Seoul	16500.00	26250.00	36750.00	**79500.00**	***25440.00***	**104940.00**
P	Seoul	22000.00	35000.00	49000.00	**106000.00**	***21200.00***	**127200.00**
P-75%	Seoul	16500.00	26250.00	36750.00	**79500.00**	***15900.00***	**95400.00**
C	Other	17600.00	28000.00	39200.00	**84800.00**	***27136.00***	**111936.00**
C-75%	Other	13200.00	21000.00	29400.00	**63600.00**	***20352.00***	**83952.00**
P	Other	17600.00	28000.00	39200.00	**84800.00**	***16960.00***	**101760.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Other	13200.00	21000.00	29400.00	**63600.00**	***12720.00***	**76320.00**
	Korea (Dem. People's Republic of) - Currency; won (North Korea). NOTE: One Rate For Country						
C	Pyongyang	*	*	*	*****	***40.00%***	*****
C-75%	Pyongyang	*	*	*	*****	***30.00%***	*****
P	Pyongyang	*	*	*	*****	***25.00%***	*****
P-75%	Pyongyang	*	*	*	*****	***18.75%***	*****
	Kosovo - (See Serbia and Montenegro)						
	Kuwait - Currency; dinar (K). NOTE: One Rate For Country						
C	Kuwait City	*	5.00	8.00	**13.00**	***5.20***	**18.20**
C-75%	Kuwait City	*	3.75	6.00	**9.75**	***3.90***	**13.65**
P	Kuwait City	*	5.00	8.00	**13.00**	***3.25***	**16.25**
P-75%	Kuwait City	*	3.75	6.00	**9.75**	***2.44***	**12.19**
	Kyrgyzstan - Currency; dollar (US). NOTE: One Rate For Country						

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C	Bishkek	6.00	12.00	14.00	**32.00**	***10.24***	**42.24**
C-75%	Bishkek	4.50	9.00	10.50	**24.00**	***7.68***	**31.68**
P	Bishkek	6.00	12.00	14.00	**32.00**	***6.40***	**38.40**
P-75%	Bishkek	4.50	9.00	10.50	**24.00**	***4.80***	**28.80**
	Laos - Currency; dollar (US)						
C	Vientiane	3.50	14.00	17.00	**34.50**	***11.04***	**45.54**
C-75%	Vientiane	2.63	10.50	12.75	**25.88**	***8.28***	**34.16**
P	Vientiane	3.50	14.00	17.00	**34.50**	***6.90***	**41.40**
P-75%	Vientiane	2.63	10.50	12.75	**25.88**	***5.18***	**31.05**
C	Other	2.80	11.20	13.60	**27.60**	***8.83***	**36.43**
C-75%	Other	2.10	8.40	10.20	**20.70**	***6.62***	**27.32**
P	Other	2.80	11.20	13.60	**27.60**	***5.52***	**33.12**
P-75%	Other	2.10	8.40	10.20	**20.70**	***4.14***	**24.84**
	Latvia - Currency; lats						
C	Riga	6.00	9.00	14.00	**29.00**	***9.28***	**38.28**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Riga	4.50	6.75	10.50	**21.75**	***6.96***	**28.71**
P	Riga	6.00	9.00	14.00	**29.00**	***5.80***	**34.80**
P-75%	Riga	4.50	6.75	10.50	**21.75**	***4.35***	**26.10**
C	Other	4.80	7.20	11.20	**23.20**	***7.42***	**30.62**
C-75%	Other	3.60	5.40	8.40	**17.40**	***5.57***	**22.97**
P	Other	4.80	7.20	11.20	**23.20**	***4.64***	**27.84**
P-75%	Other	3.60	5.40	8.40	**17.40**	***3.48***	**20.88**
	Lebanon - Currency; dollar (US)						
C	Beirut	*	19.00	31.00	**50.00**	***20.00***	**70.00**
C-75%	Beirut	*	14.25	23.25	**37.50**	***15.00***	**52.50**
P	Beirut	*	19.00	31.00	**50.00**	***12.50***	**62.50**
P-75%	Beirut	*	14.25	23.25	**37.50**	***9.38***	**46.88**
C	Other	*	15.20	24.80	**40.00**	***16.00***	**56.00**
C-75%	Other	*	11.40	18.60	**30.00**	***12.00***	**42.00**
P	Other	*	15.20	24.80	**40.00**	***10.00***	**50.00**
P-75%	Other	*	11.40	18.60	**30.00**	***7.50***	**37.50**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Lesotho - Currency; moloti						
C	Maseru	67.00	76.00	79.00	**222.00**	***71.04***	**293.04**
C-75%	Maseru	50.25	57.00	59.25	**166.50**	***53.28***	**219.78**
P	Maseru	67.00	76.00	79.00	**222.00**	***44.40***	**266.40**
P-75%	Maseru	50.25	57.00	59.25	**166.50**	***33.30***	**199.80**
C	Other	53.60	60.80	63.20	**177.60**	***56.83***	**234.43**
C-75%	Other	40.20	45.60	47.40	**133.20**	***42.62***	**175.82**
P	Other	53.60	60.80	63.20	**177.60**	***35.52***	**213.12**
P-75%	Other	40.20	45.60	47.40	**133.20**	***26.64***	**159.84**
	Liberia - Currency; dollar (US). NOTE: One Rate For Country						
C	Monrovia	*	23.00	28.00	**51.00**	***20.40***	**71.40**
C-75%	Monrovia	*	17.25	21.00	**38.25**	***15.30***	**53.55**
P	Monrovia	*	23.00	28.00	**51.00**	***12.75***	**63.75**
P-75%	Monrovia	*	17.25	21.00	**38.25**	***9.56***	**47.81**
	Libya - Currency; dinar (L)						
C	Tripoli	*	13.00	27.00	**40.00**	***16.00***	**56.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Tripoli	*	9.75	20.25	**30.00**	***12.00***	**42.00**
P	Tripoli	*	13.00	27.00	**40.00**	***10.00***	**50.00**
P-75%	Tripoli	*	9.75	20.25	**30.00**	***7.50***	**37.50**
C	Other	*	10.40	21.60	**32.00**	***12.80***	**44.80**
C-75%	Other	*	7.80	16.20	**24.00**	***9.60***	**33.60**
P	Other	*	10.40	21.60	**32.00**	***8.00***	**40.00**
P-75%	Other	*	7.80	16.20	**24.00**	***6.00***	**30.00**
	Liechtenstein - Currency; franc (SW). NOTE: One Rate For Country						
C	Vaduz	*	*	*	*	***40.00%***	*
C-75%	Vaduz	*	*	*	*	***30.00%***	*
P	Vaduz	*	*	*	*	***25.00%***	*
P-75%	Vaduz	*	*	*	*	***18.75%***	*
	Lithuania - Currency; litas						
C	Vilnius	31.50	37.00	52.50	**121.00**	***38.72***	**159.72**
C-75%	Vilnius	23.63	27.75	39.38	**90.75**	***29.04***	**119.79**
P	Vilnius	31.50	37.00	52.50	**121.00**	***24.20***	**145.20**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Vilnius	23.63	27.75	39.38	**90.75**	***18.15***	**108.90**
C	Other	25.20	29.60	42.00	**96.80**	***30.98***	**127.78**
C-75%	Other	18.90	22.20	31.50	**72.60**	***23.23***	**95.83**
P	Other	25.20	29.60	42.00	**96.80**	***19.36***	**116.16**
P-75%	Other	18.90	22.20	31.50	**72.60**	***14.52***	**87.12**
	Luxembourg - Currency; euro. NOTE: One Rate For Country						
C	Luxembourg	9.92	14.87	27.27	**52.06**	***16.66***	**68.72**
C-75%	Luxembourg	7.44	11.15	20.45	**39.05**	***12.49***	**51.54**
P	Luxembourg	9.92	14.87	27.27	**52.06**	***10.41***	**62.47**
P-75%	Luxembourg	7.44	11.15	20.45	**39.05**	***7.81***	**46.85**
	Macau - Currency; pataca. NOTE: One Rate For Country						
C	Macau	*	*	*	*	***40.00%***	*
C-75%	Macau	*	*	*	*	***30.00%***	*
P	Macau	*	*	*	*	***25.00%***	*
P-75%	Macau	*	*	*	*	***18.75%***	*

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Macedonia - Currency; dollar (US)						
C	Skopje	5.00	10.00	16.00	**31.00**	***9.92***	**40.92**
C-75%	Skopje	3.75	7.50	12.00	**23.25**	***7.44***	**30.69**
P	Skopje	5.00	10.00	16.00	**31.00**	***6.20***	**37.20**
P-75%	Skopje	3.75	7.50	12.00	**23.25**	***4.65***	**27.90**
C	Other	4.00	8.00	12.80	**24.80**	***7.94***	**32.74**
C-75%	Other	3.00	6.00	9.60	**18.60**	***5.95***	**24.55**
P	Other	4.00	8.00	12.80	**24.80**	***4.96***	**29.76**
P-75%	Other	3.00	6.00	9.60	**18.60**	***3.72***	**22.32**
	Madagascar - Currency; dollar (CDN). NOTE: One Rate For Country						
C	Antananarivo	6.00	9.00	15.00	**30.00**	***9.60***	**39.60**
C-75%	Antananarivo	4.50	6.75	11.25	**22.50**	***7.20***	**29.70**
P	Antananarivo	6.00	9.00	15.00	**30.00**	***6.00***	**36.00**
P-75%	Antananarivo	4.50	6.75	11.25	**22.50**	***4.50***	**27.00**
	Malawi - Currency; dollar (CDN)						
C	Blantyre	15.00	11.00	12.00	**38.00**	***12.16***	**50.16**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Blantyre	11.25	8.25	9.00	**28.50**	***9.12***	**37.62**
P	Blantyre	15.00	11.00	12.00	**38.00**	***7.60***	**45.60**
P-75%	Blantyre	11.25	8.25	9.00	**28.50**	***5.70***	**34.20**
C	Lilongwe	*	16.00	18.00	**34.00**	***13.60***	**47.60**
C-75%	Lilongwe	*	12.00	13.50	**25.50**	***10.20***	**35.70**
P	Lilongwe	*	16.00	18.00	**34.00**	***8.50***	**42.50**
P-75%	Lilongwe	*	12.00	13.50	**25.50**	***6.38***	**31.88**
C	Other	*	12.80	14.40	**27.20**	***10.88***	**38.08**
C-75%	Other	*	9.60	10.80	**20.40**	***8.16***	**28.56**
P	Other	*	12.80	14.40	**27.20**	***6.80***	**34.00**
P-75%	Other	*	9.60	10.80	**20.40**	***5.10***	**25.50**
	Malaysia - Currency; ringgit						
C	Kuala Lumpur	40.00	45.00	67.00	**152.00**	***48.64***	**200.64**
C-75%	Kuala Lumpur	30.00	33.75	50.25	**114.00**	***36.48***	**150.48**
P	Kuala Lumpur	40.00	45.00	67.00	**152.00**	***30.40***	**182.40**
P-75%	Kuala Lumpur	30.00	33.75	50.25	**114.00**	***22.80***	**136.80**
C	Other	32.00	36.00	53.60	**121.60**	***38.91***	**160.51**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	24.00	27.00	40.20	**91.20**	***29.18***	**120.38**
P	Other	32.00	36.00	53.60	**121.60**	***24.32***	**145.92**
P-75%	Other	24.00	27.00	40.20	**91.20**	***18.24***	**109.44**
	Maldives - Currency; rufiyaa. NOTE: One Rate For Country						
C	Male	*	*	*	*	***40.00%***	*
C-75%	Male	*	*	*	*	***30.00%***	*
P	Male	*	*	*	*	***25.00%***	*
P-75%	Male	*	*	*	*	***18.75%***	*
	Mali - Currency; franc (CFA)						
C	Bamako	5600.00	13200.00	15400.00	**34200.00**	***10944.00***	**45144.00**
C-75%	Bamako	4200.00	9900.00	11550.00	**25650.00**	***8208.00***	**33858.00**
P	Bamako	5600.00	13200.00	15400.00	**34200.00**	***6840.00***	**41040.00**
P-75%	Bamako	4200.00	9900.00	11550.00	**25650.00**	***5130.00***	**30780.00**
C	Other	4480.00	10560.00	12320.00	**27360.00**	***8755.20***	**36115.20**
C-75%	Other	3360.00	7920.00	9240.00	**20520.00**	***6566.40***	**27086.40**
P	Other	4480.00	10560.00	12320.00	**27360.00**	***5472.00***	**32832.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Other	3360.00	7920.00	9240.00	**20520.00**	***4104.00***	**24624.00**
	Malta - Currency; pound (M). NOTE: One Rate For Country						
C	Valletta	7.00	5.00	8.00	**20.00**	***6.40***	**26.40**
C-75%	Valletta	5.25	3.75	6.00	**15.00**	***4.80***	**19.80**
P	Valletta	7.00	5.00	8.00	**20.00**	***4.00***	**24.00**
P-75%	Valletta	5.25	3.75	6.00	**15.00**	***3.00***	**18.00**
	Marshall Islands - Currency; dollar (US). NOTE: One Rate For Country						
C	Majura	5.00	9.00	16.00	**30.00**	***9.60***	**39.60**
C-75%	Majura	3.75	6.75	12.00	**22.50**	***7.20***	**29.70**
P	Majura	5.00	9.00	16.00	**30.00**	***6.00***	**36.00**
P-75%	Majura	3.75	6.75	12.00	**22.50**	***4.50***	**27.00**
	Martinique - Currency; euro. NOTE: One Rate For Country						
C	Fort-de-France	*	*	*	*	***40.00%***	*
C-75%	Fort-de-France	*	*	*	*	***30.00%***	*
P	Fort-de-France	*	*	*	*	***25.00%***	*

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Fort-de-France	*	*	*	*	***18.75%***	*
	Mauritania - Currency; ouguiya						
C	Nouakchott	2500.00	2600.00	3600.00	**8700.00**	***2784.00***	**11484.00**
C-75%	Nouakchott	1875.00	1950.00	2700.00	**6525.00**	***2088.00***	**8613.00**
	Nouakchott	2500.00	2600.00	3600.00	**8700.00**	***1740.00***	**10440.00**
P-75%	Nouakchott	1875.00	1950.00	2700.00	**6525.00**	***1305.00***	**7830.00**
C	Other	2000.00	2080.00	2880.00	**6960.00**	***2227.20***	**9187.20**
C-75%	Other	1500.00	1560.00	2160.00	**5220.00**	***1670.40***	**6890.40**
P	Other	2000.00	2080.00	2880.00	**6960.00**	***1392.00***	**8352.00**
P-75%	Other	1500.00	1560.00	2160.00	**5220.00**	***1044.00***	**6264.00**
	Mauritius - Currency; rupee (M). NOTE: One Rate For Country						
C	Port Louis	200.00	300.00	500.00	**1000.00**	***320.00***	**1320.00**
C-75%	Port Louis	150.00	225.00	375.00	**750.00**	***240.00***	**990.00**
P	Port Louis	200.00	300.00	500.00	**1000.00**	***200.00***	**1200.00**
P-75%	Port Louis	150.00	225.00	375.00	**750.00**	***150.00***	**900.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Mexico - Currency; dollar (CDN). NOTE: One Rate For Country						
C	Mexico City	10.00	22.00	35.00	**67.00**	***21.44***	**88.44**
C-75%	Mexico City	7.50	16.50	26.25	**50.25**	***16.08***	**66.33**
P	Mexico City	10.00	22.00	35.00	**67.00**	***13.40***	**80.40**
P-75%	Mexico City	7.50	16.50	26.25	**50.25**	***10.05***	**60.30**
	Micronesia - Currency; dollar (US). NOTE: One Rate For Country						
C	Palikir	5.00	9.00	16.00	**30.00**	***9.60***	**39.60**
C-75%	Palikir	3.75	6.75	12.00	**22.50**	***7.20***	**29.70**
P	Palikir	5.00	9.00	16.00	**30.00**	***6.00***	**36.00**
P-75%	Palikir	3.75	6.75	12.00	**22.50**	***4.50***	**27.00**
	Moldova - Currency; dollar (US). NOTE: One Rate For Country						
C	Chisinau	*	10.00	14.00	**24.00**	***9.60***	**33.60**
C-75%	Chisinau	*	7.50	10.50	**18.00**	***7.20***	**25.20**
P	Chisinau	*	10.00	14.00	**24.00**	***6.00***	**30.00**
P-75%	Chisinau	*	7.50	10.50	**18.00**	***4.50***	**22.50**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Monaco - Currency; euro. NOTE: One Rate For Country						
C	Monte Carlo	17.00	24.00	40.00	**81.00**	***25.92***	**106.92**
C-75%	Monte Carlo	12.75	18.00	30.00	**60.75**	***19.44***	**80.19**
P	Monte Carlo	17.00	24.00	40.00	**81.00**	***16.20***	**97.20**
P-75%	Monte Carlo	12.75	18.00	30.00	**60.75**	***12.15***	**72.90**
	Mongolia - Currency; dollar (US)						
C	Ulaanbaatar	*	6.00	9.00	**15.00**	***6.00***	**21.00**
C-75%	Ulaanbaatar	*	4.50	6.75	**11.25**	***4.50***	**15.75**
P	Ulaanbaatar	*	6.00	9.00	**15.00**	***3.75***	**18.75**
P-75%	Ulaanbaatar	*	4.50	6.75	**11.25**	***2.81***	**14.06**
C	Other	*	4.80	7.20	**12.00**	***4.80***	**16.80**
C-75%	Other	*	3.60	5.40	**9.00**	***3.60***	**12.60**
P	Other	*	4.80	7.20	**12.00**	***3.00***	**15.00**
P-75%	Other	*	3.60	5.40	**9.00**	***2.25***	**11.25**
	Montserrat - Currency; dollar (EC). NOTE: One Rate For Country						
C	Plymouth	24.00	34.00	90.00	**148.00**	***47.36***	**195.36**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Plymouth	18.00	25.50	67.50	**111.00**	***35.52***	**146.52**
P	Plymouth	24.00	34.00	90.00	**148.00**	***29.60***	**177.60**
P-75%	Plymouth	18.00	25.50	67.50	**111.00**	***22.20***	**133.20**
	Morocco - Currency; dirham						
C	Casablanca	115.00	200.00	240.00	**555.00**	***177.60***	**732.60**
C-75%	Casablanca	86.25	150.00	180.00	**416.25**	***133.20***	**549.45**
P	Casablanca	115.00	200.00	240.00	**555.00**	***111.00***	**666.00**
P-75%	Casablanca	86.25	150.00	180.00	**416.25**	***83.25***	**499.50**
C	Rabat	110.00	120.00	210.00	**440.00**	***140.80***	**580.80**
C-75%	Rabat	82.50	90.00	157.50	**330.00**	***105.60***	**435.60**
P	Rabat	110.00	120.00	210.00	**440.00**	***88.00***	**528.00**
P-75%	Rabat	82.50	90.00	157.50	**330.00**	***66.00***	**396.00**
C	Other	88.00	96.00	168.00	**352.00**	***112.64***	**464.64**
C-75%	Other	66.00	72.00	126.00	**264.00**	***84.48***	**348.48**
P	Other	88.00	96.00	168.00	**352.00**	***70.40***	**422.40**
P-75%	Other	66.00	72.00	126.00	**264.00**	***52.80***	**316.80**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Mozambique - Currency; dollar (US)						
C	Maputo	*	10.00	14.00	**24.00**	***9.60***	**33.60**
C-75%	Maputo	*	7.50	10.50	**18.00**	***7.20***	**25.20**
P	Maputo	*	10.00	14.00	**24.00**	***6.00***	**30.00**
P-75%	Maputo	*	7.50	10.50	**18.00**	***4.50***	**22.50**
C	Other	*	8.00	11.20	**19.20**	***7.68***	**26.88**
C-75%	Other	*	6.00	8.40	**14.40**	***5.76***	**20.16**
P	Other	*	8.00	11.20	**19.20**	***4.80***	**24.00**
P-75%	Other	*	6.00	8.40	**14.40**	***3.60***	**18.00**
	Myanmar (Burma) - Currency; dollar (US)						
C	Rangoon	15.00	26.00	33.00	**74.00**	***23.68***	**97.68**
C-75%	Rangoon	11.25	19.50	24.75	**55.50**	***17.76***	**73.26**
P	Rangoon	15.00	26.00	33.00	**74.00**	***14.80***	**88.80**
P-75%	Rangoon	11.25	19.50	24.75	**55.50**	***11.10***	**66.60**
C	Other	12.00	20.80	26.40	**59.20**	***18.94***	**78.14**
C-75%	Other	9.00	15.60	19.80	**44.40**	***14.21***	**58.61**
P	Other	12.00	20.80	26.40	**59.20**	***11.84***	**71.04**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Other	9.00	15.60	19.80	**44.40**	***8.88***	**53.28**
	Namibia - Currency; dollar (Namibia). NOTE: One Rate For Country						
C	Windhoek	*	90.00	117.00	**207.00**	***82.80***	**289.80**
C-75%	Windhoek	*	67.50	87.75	**155.25**	***62.10***	**217.35**
P	Windhoek	*	90.00	117.00	**207.00**	***51.75***	**258.75**
P-75%	Windhoek	*	67.50	87.75	**155.25**	***38.81***	**194.06**
	Nauru - Currency; dollar (A). NOTE: One Rate For Country						
C	Yaren	*	*	*	*	***40.00%***	*
C-75%	Yaren	*	*	*	*	***30.00%***	*
P	Yaren	*	*	*	*	***25.00%***	*
P-75%	Yaren	*	*	*	*	***18.75%***	*
	Nepal - Currency; rupee (NP)						
C	Kathmandu	500.00	840.00	1025.00	**2365.00**	***756.80***	**3121.80**
C-75%	Kathmandu	375.00	630.00	768.75	**1773.75**	***567.60***	**2341.35**
P	Kathmandu	500.00	840.00	1025.00	**2365.00**	***473.00***	**2838.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Kathmandu	375.00	630.00	768.75	**1773.75**	***354.75***	**2128.50**
C	Other	400.00	672.00	820.00	**1892.00**	***605.44***	**2497.44**
C-75%	Other	300.00	504.00	615.00	**1419.00**	***454.08***	**1873.08**
P	Other	400.00	672.00	820.00	**1892.00**	***378.40***	**2270.40**
P-75%	Other	300.00	504.00	615.00	**1419.00**	***283.80***	**1702.80**
	Netherlands - Currency; euro						
C	Amsterdam	*	35.00	40.00	**75.00**	***30.00***	**105.00**
C-75%	Amsterdam	*	26.25	30.00	**56.25**	***22.50***	**78.75**
P	Amsterdam	*	35.00	40.00	**75.00**	***18.75***	**93.75**
P-75%	Amsterdam	*	26.25	30.00	**56.25**	***14.06***	**70.31**
C	The Hague	*	28.00	39.00	**67.00**	***26.80***	**93.80**
C-75%	The Hague	*	21.00	29.25	**50.25**	***20.10***	**70.35**
P	The Hague	*	28.00	39.00	**67.00**	***16.75***	**83.75**
P-75%	The Hague	*	21.00	29.25	**50.25**	***12.56***	**62.81**
C	Other	*	28.00	32.00	**60.00**	***24.00***	**84.00**
C-75%	Other	*	21.00	24.00	**45.00**	***18.00***	**63.00**
P	Other	*	28.00	32.00	**60.00**	***15.00***	**75.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Other	*	21.00	24.00	**45.00**	***11.25***	**56.25**
	New Caledonia - Currency; franc (CFP). NOTE: One Rate For Country						
C	Noumea	*	2600.00	3400.00	**6000.00**	***2400.00***	**8400.00**
C-75%	Noumea	*	1950.00	2550.00	**4500.00**	***1800.00***	**6300.00**
P	Noumea	*	2600.00	3400.00	**6000.00**	***1500.00***	**7500.00**
P-75%	Noumea	*	1950.00	2550.00	**4500.00**	***1125.00***	**5625.00**
	New Zealand - Currency; dollar (NZ)						
C	Auckland	25.00	45.00	58.00	**128.00**	***40.96***	**168.96**
C-75%	Auckland	18.75	33.75	43.50	**96.00**	***30.72***	**126.72**
P	Auckland	25.00	45.00	58.00	**128.00**	***25.60***	**153.60**
P-75%	Auckland	18.75	33.75	43.50	**96.00**	***19.20***	**115.20**
C	Wellington	25.00	45.00	58.00	**128.00**	***40.96***	**168.96**
C-75%	Wellington	18.75	33.75	43.50	**96.00**	***30.72***	**126.72**
P	Wellington	25.00	45.00	58.00	**128.00**	***25.60***	**153.60**
P-75%	Wellington	18.75	33.75	43.50	**96.00**	***19.20***	**115.20**
C	Other	20.00	36.00	46.40	**102.40**	***32.77***	**135.17**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	15.00	27.00	34.80	**76.80**	***24.58***	**101.38**
P	Other	20.00	36.00	46.40	**102.40**	***20.48***	**122.88**
P-75%	Other	15.00	27.00	34.80	**76.80**	***15.36***	**92.16**
	Nicaragua - Currency; dollar (US)						
C	Managua	9.00	12.60	20.40	**42.00**	***13.44***	**55.44**
C-75%	Managua	6.75	9.45	15.30	**31.50**	***10.08***	**41.58**
P	Managua	9.00	12.60	20.40	**42.00**	***8.40***	**50.40**
P-75%	Managua	6.75	9.45	15.30	**31.50**	***6.30***	**37.80**
C	Other	7.20	10.08	16.32	**33.60**	***10.75***	**44.35**
C-75%	Other	5.40	7.56	12.24	**25.20**	***8.06***	**33.26**
P	Other	7.20	10.08	16.32	**33.60**	***6.72***	**40.32**
P-75%	Other	5.40	7.56	12.24	**25.20**	***5.04***	**30.24**
	Niger - Currency; franc (CFA)						
C	Niamey	7200.00	9400.00	13400.00	**30000.00**	***9600.00***	**39600.00**
C-75%	Niamey	5400.00	7050.00	10050.00	**22500.00**	***7200.00***	**29700.00**
P	Niamey	7200.00	9400.00	13400.00	**30000.00**	***6000.00***	**36000.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Niamey	5400.00	7050.00	10050.00	**22500.00**	***4500.00***	**27000.00**
C	Other	5760.00	7520.00	10720.00	**24000.00**	***7680.00***	**31680.00**
C-75%	Other	4320.00	5640.00	8040.00	**18000.00**	***5760.00***	**23760.00**
P	Other	5760.00	7520.00	10720.00	**24000.00**	***4800.00***	**28800.00**
P-75%	Other	4320.00	5640.00	8040.00	**18000.00**	***3600.00***	**21600.00**
	Nigeria - Currency; naira						
C	Abuja	2100.00	2300.00	3600.00	**8000.00**	***2560.00***	**10560.00**
C-75%	Abuja	1575.00	1725.00	2700.00	**6000.00**	***1920.00***	**7920.00**
P	Abuja	2100.00	2300.00	3600.00	**8000.00**	***1600.00***	**9600.00**
P-75%	Abuja	1575.00	1725.00	2700.00	**6000.00**	***1200.00***	**7200.00**
C	Lagos	1900.00	3400.00	4000.00	**9300.00**	***2976.00***	**12276.00**
C-75%	Lagos	1425.00	2550.00	3000.00	**6975.00**	***2232.00***	**9207.00**
P	Lagos	1900.00	3400.00	4000.00	**9300.00**	***1860.00***	**11160.00**
P-75%	Lagos	1425.00	2550.00	3000.00	**6975.00**	***1395.00***	**8370.00**
C	Other	1680.00	1840.00	2880.00	**6400.00**	***2048.00***	**8448.00**
C-75%	Other	1260.00	1380.00	2160.00	**4800.00**	***1536.00***	**6336.00**
P	Other	1680.00	1840.00	2880.00	**6400.00**	***1280.00***	**7680.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Other	1260.00	1380.00	2160.00	**4800.00**	***960.00***	**5760.00**
	Northern Ireland - Currency; pound. NOTE: One Rate For Country						
C	Belfast	9.60	11.40	16.00	**37.00**	***11.84***	**48.84**
C-75%	Belfast	7.20	8.55	12.00	**27.75**	***8.88***	**36.63**
P	Belfast	9.60	11.40	16.00	**37.00**	***7.40***	**44.40**
P-75%	Belfast	7.20	8.55	12.00	**27.75**	***5.55***	**33.30**
	Norway - Currency; krone						
C	Jatta / Stavanger	*	225.00	325.00	**550.00**	***220.00***	**770.00**
C-75%	Jatta / Stavanger	*	168.75	243.75	**412.50**	***165.00***	**577.50**
P	Jatta / Stavanger	*	225.00	325.00	**550.00**	***137.50***	**687.50**
P-75%	Jatta / Stavanger	*	168.75	243.75	**412.50**	***103.13***	**515.63**
C	Oslo	*	250.00	375.00	**625.00**	***250.00***	**875.00**
C-75%	Oslo	*	187.50	281.25	**468.75**	***187.50***	**656.25**
P	Oslo	*	250.00	375.00	**625.00**	***156.25***	**781.25**
P-75%	Oslo	*	187.50	281.25	**468.75**	***117.19***	**585.94**
C	Other	*	200.00	300.00	**500.00**	***200.00***	**700.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	*	150.00	225.00	**375.00**	***150.00***	**525.00**
P	Other	*	200.00	300.00	**500.00**	***125.00***	**625.00**
P-75%	Other	*	150.00	225.00	**375.00**	***93.75***	**468.75**
	Oman - Currency; sul rial (Oman)						
C	Muscat	7.00	10.00	13.00	**30.00**	***9.60***	**39.60**
C-75%	Muscat	5.25	7.50	9.75	**22.50**	***7.20***	**29.70**
P	Muscat	7.00	10.00	13.00	**30.00**	***6.00***	**36.00**
P-75%	Muscat	5.25	7.50	9.75	**22.50**	***4.50***	**27.00**
C	Other	5.60	8.00	10.40	**24.00**	***7.68***	**31.68**
C-75%	Other	4.20	6.00	7.80	**18.00**	***5.76***	**23.76**
P	Other	5.60	8.00	10.40	**24.00**	***4.80***	**28.80**
P-75%	Other	4.20	6.00	7.80	**18.00**	***3.60***	**21.60**
	Pakistan - Currency; rupee (PK)						
C	Islamabad	200.00	490.00	620.00	**1310.00**	***419.20***	**1729.20**
C-75%	Islamabad	150.00	367.50	465.00	**982.50**	***314.40***	**1296.90**
P	Islamabad	200.00	490.00	620.00	**1310.00**	***262.00***	**1572.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Islamabad	150.00	367.50	465.00	**982.50**	***196.50***	**1179.00**
C	Karachi	*	520.00	680.00	**1200.00**	***480.00***	**1680.00**
C-75%	Karachi	*	390.00	510.00	**900.00**	***360.00***	**1260.00**
P	Karachi	*	520.00	680.00	**1200.00**	***300.00***	**1500.00**
P-75%	Karachi	*	390.00	510.00	**900.00**	***225.00***	**1125.00**
C	Lahore	285.00	615.00	695.00	**1595.00**	***510.40***	**2105.40**
C-75%	Lahore	213.75	461.25	521.25	**1196.25**	***382.80***	**1579.05**
P	Lahore	285.00	615.00	695.00	**1595.00**	***319.00***	**1914.00**
P-75%	Lahore	213.75	461.25	521.25	**1196.25**	***239.25***	**1435.50**
C	Other	160.00	392.00	496.00	**1048.00**	***335.36***	**1383.36**
C-75%	Other	120.00	294.00	372.00	**786.00**	***251.52***	**1037.52**
P	Other	160.00	392.00	496.00	**1048.00**	***209.60***	**1257.60**
P-75%	Other	120.00	294.00	372.00	**786.00**	***157.20***	**943.20**
	Panama - Currency; dollar (US)						
C	Panama City	8.00	15.00	23.00	**46.00**	***14.72***	**60.72**
C-75%	Panama City	6.00	11.25	17.25	**34.50**	***11.04***	**45.54**
P	Panama City	8.00	15.00	23.00	**46.00**	***9.20***	**55.20**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Panama City	6.00	11.25	17.25	**34.50**	***6.90***	**41.40**
C	Other	6.40	12.00	18.40	**36.80**	***11.78***	**48.58**
C-75%	Other	4.80	9.00	13.80	**27.60**	***8.83***	**36.43**
P	Other	6.40	12.00	18.40	**36.80**	***7.36***	**44.16**
P-75%	Other	4.80	9.00	13.80	**27.60**	***5.52***	**33.12**
	Papua-New Guinea - Currency; kina						
C	Port Moresby	23.00	45.00	61.00	**129.00**	***41.28***	**170.28**
C-75%	Port Moresby	17.25	33.75	45.75	**96.75**	***30.96***	**127.71**
P	Port Moresby	23.00	45.00	61.00	**129.00**	***25.80***	**154.80**
P-75%	Port Moresby	17.25	33.75	45.75	**96.75**	***19.35***	**116.10**
C	Other	18.40	36.00	48.80	**103.20**	***33.02***	**136.22**
C-75%	Other	13.80	27.00	36.60	**77.40**	***24.77***	**102.17**
P	Other	18.40	36.00	48.80	**103.20**	***20.64***	**123.84**
P-75%	Other	13.80	27.00	36.60	**77.40**	***15.48***	**92.88**
	Paraguay - Currency; guarani						
C	Asuncion	*	55000.00	70000.00	**125000.00**	***50000.00***	**175000.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Asuncion	*	41250.00	52500.00	**93750.00**	***37500.00***	**131250.00**
P	Asuncion	*	55000.00	70000.00	**125000.00**	***31250.00***	**156250.00**
P-75%	Asuncion	*	41250.00	52500.00	**93750.00**	***23437.50***	**117187.50**
C	Other	*	44000.00	56000.00	**100000.00**	***40000.00***	**140000.00**
C-75%	Other	*	33000.00	42000.00	**75000.00**	***30000.00***	**105000.00**
P	Other	*	44000.00	56000.00	**100000.00**	***25000.00***	**125000.00**
P-75%	Other	*	33000.00	42000.00	**75000.00**	***18750.00***	**93750.00**
	Peru - Currency; dollar (CDN)						
C	Lima	13.00	24.00	30.00	**67.00**	***21.44***	**88.44**
C-75%	Lima	9.75	18.00	22.50	**50.25**	***16.08***	**66.33**
P	Lima	13.00	24.00	30.00	**67.00**	***13.40***	**80.40**
P-75%	Lima	9.75	18.00	22.50	**50.25**	***10.05***	**60.30**
C	Other	10.40	19.20	24.00	**53.60**	***17.15***	**70.75**
C-75%	Other	7.80	14.40	18.00	**40.20**	***12.86***	**53.06**
P	Other	10.40	19.20	24.00	**53.60**	***10.72***	**64.32**
P-75%	Other	7.80	14.40	18.00	**40.20**	***8.04***	**48.24**

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	Country City	**Breakfast**	**Lunch**	**Dinner**	**Meal Total**	***Incidental Amount***	**GRAND TOTAL (Taxes Included)**
	Philippines - Currency; peso (P)						
C	Manila	*	700.00	1000.00	**1700.00**	***680.00***	**2380.00**
C-75%	Manila	*	525.00	750.00	**1275.00**	***510.00***	**1785.00**
P	Manila	*	700.00	1000.00	**1700.00**	***425.00***	**2125.00**
P-75%	Manila	*	525.00	750.00	**1275.00**	***318.75***	**1593.75**
C	Other	*	560.00	800.00	**1360.00**	***544.00***	**1904.00**
C-75%	Other	*	420.00	600.00	**1020.00**	***408.00***	**1428.00**
P	Other	*	560.00	800.00	**1360.00**	***340.00***	**1700.00**
P-75%	Other	*	420.00	600.00	**1020.00**	***255.00***	**1275.00**
	Pitcairn Islands - Currency; dollar (NZ). NOTE: One Rate For Country						
C	Adamstown	*	*	*	*	***40.00%***	*
C-75%	Adamstown	*	*	*	*	***30.00%***	*
P	Adamstown	*	*	*	*	***25.00%***	*
P-75%	Adamstown	*	*	*	*	***18.75%***	*
	Poland - Currency; dollar (US)						

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C	Warsaw	29.00	27.00	34.00	**90.00**	***28.80***	**118.80**
C-75%	Warsaw	21.75	20.25	25.50	**67.50**	***21.60***	**89.10**
P	Warsaw	29.00	27.00	34.00	**90.00**	***18.00***	**108.00**
P-75%	Warsaw	21.75	20.25	25.50	**67.50**	***13.50***	**81.00**
C	Other	23.20	21.60	27.20	**72.00**	***23.04***	**95.04**
C-75%	Other	17.40	16.20	20.40	**54.00**	***17.28***	**71.28**
P	Other	23.20	21.60	27.20	**72.00**	***14.40***	**86.40**
P-75%	Other	17.40	16.20	20.40	**54.00**	***10.80***	**64.80**
	Portugal - Currency; euro						
C	Lisbon	*	16.00	26.00	**42.00**	***16.80***	**58.80**
C-75%	Lisbon	*	12.00	19.50	**31.50**	***12.60***	**44.10**
P	Lisbon	*	16.00	26.00	**42.00**	***10.50***	**52.50**
P-75%	Lisbon	*	12.00	19.50	**31.50**	***7.88***	**39.38**
C	Other / Azores	*	12.80	20.80	**33.60**	***13.44***	**47.04**
C-75%	Other / Azores	*	9.60	15.60	**25.20**	***10.08***	**35.28**
P	Other / Azores	*	12.80	20.80	**33.60**	***8.40***	**42.00**
P-75%	Other / Azores	*	9.60	15.60	**25.20**	***6.30***	**31.50**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Puerto Rico - Currency; dollar (US). NOTE: One Rate For Country						
C	San Juan	14.00	36.00	43.00	**93.00**	***29.76***	**122.76**
C-75%	San Juan	10.50	27.00	32.25	**69.75**	***22.32***	**92.07**
P	San Juan	14.00	36.00	43.00	**93.00**	***18.60***	**111.60**
P-75%	San Juan	10.50	27.00	32.25	**69.75**	***13.95***	**83.70**
	Qatar - Currency; riyal (Q). NOTE: One Rate For Country						
C	Doha	66.00	85.00	118.00	**269.00**	***86.08***	**355.08**
C-75%	Doha	49.50	63.75	88.50	**201.75**	***64.56***	**266.31**
P	Doha	66.00	85.00	118.00	**269.00**	***53.80***	**322.80**
P-75%	Doha	49.50	63.75	88.50	**201.75**	***40.35***	**242.10**
	Réunion - Currency; euro. NOTE: One Rate For Country						
C	Saint-Denis	*	*	*	*****	***40.00%***	*****
C-75%	Saint-Denis	*	*	*	*****	***30.00%***	*****
P	Saint-Denis	*	*	*	*****	***25.00%***	*****
P-75%	Saint-Denis	*	*	*	*****	***18.75%***	*****

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Romania - Currency; dollar (US)						
C	Bucharest	16.00	14.00	20.00	**50.00**	***16.00***	**66.00**
C-75%	Bucharest	12.00	10.50	15.00	**37.50**	***12.00***	**49.50**
P	Bucharest	16.00	14.00	20.00	**50.00**	***10.00***	**60.00**
P-75%	Bucharest	12.00	10.50	15.00	**37.50**	***7.50***	**45.00**
C	Other	12.80	11.20	16.00	**40.00**	***12.80***	**52.80**
C-75%	Other	9.60	8.40	12.00	**30.00**	***9.60***	**39.60**
P	Other	12.80	11.20	16.00	**40.00**	***8.00***	**48.00**
P-75%	Other	9.60	8.40	12.00	**30.00**	***6.00***	**36.00**
	Russia - Currency; dollar (US)						
C	Moscow	14.00	31.00	43.00	**88.00**	***28.16***	**116.16**
C-75%	Moscow	10.50	23.25	32.25	**66.00**	***21.12***	**87.12**
P	Moscow	14.00	31.00	43.00	**88.00**	***17.60***	**105.60**
P-75%	Moscow	10.50	23.25	32.25	**66.00**	***13.20***	**79.20**
C	St. Petersburg	23.00	33.00	44.00	**100.00**	***32.00***	**132.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	St. Petersburg	17.25	24.75	33.00	**75.00**	***24.00***	**99.00**
P	St. Petersburg	23.00	33.00	44.00	**100.00**	***20.00***	**120.00**
P-75%	St. Petersburg	17.25	24.75	33.00	**75.00**	***15.00***	**90.00**
C	Other	11.20	24.80	34.40	**70.40**	***22.53***	**92.93**
C-75%	Other	8.40	18.60	25.80	**52.80**	***16.90***	**69.70**
P	Other	11.20	24.80	34.40	**70.40**	***14.08***	**84.48**
P-75%	Other	8.40	18.60	25.80	**52.80**	***10.56***	**63.36**
	Rwanda - Currency; franc (R)						
C	Kigali	*	10000.00	13000.00	**23000.00**	***9200.00***	**32200.00**
C-75%	Kigali	*	7500.00	9750.00	**17250.00**	***6900.00***	**24150.00**
P	Kigali	*	10000.00	13000.00	**23000.00**	***5750.00***	**28750.00**
P-75%	Kigali	*	7500.00	9750.00	**17250.00**	***4312.50***	**21562.50**
C	Other	*	8000.00	10400.00	**18400.00**	***7360.00***	**25760.00**
C-75%	Other	*	6000.00	7800.00	**13800.00**	***5520.00***	**19320.00**
P	Other	*	8000.00	10400.00	**18400.00**	***4600.00***	**23000.00**
P-75%	Other	*	6000.00	7800.00	**13800.00**	***3450.00***	**17250.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Samoa - Currency; tala. NOTE: One Rate For Country						
C	Apia	22.00	40.00	60.00	**122.00**	***39.04***	**161.04**
C-75%	Apia	16.50	30.00	45.00	**91.50**	***29.28***	**120.78**
P	Apia	22.00	40.00	60.00	**122.00**	***24.40***	**146.40**
P-75%	Apia	16.50	30.00	45.00	**91.50**	***18.30***	**109.80**
	San Marino - Currency; euro. NOTE: One Rate For Country						
C	San Marino	*	*	*	*	***40.00%***	*
C-75%	San Marino	*	*	*	*	***30.00%***	*
P	San Marino	*	*	*	*	***25.00%***	*
P-75%	San Marino	*	*	*	*	***18.75%***	*
	Sao Tomé and Principe - Currency; dollar (US). NOTE: One Rate For Country						
C	Sao Tomé	8.00	18.00	20.00	**46.00**	***14.72***	**60.72**
C-75%	Sao Tomé	6.00	13.50	15.00	**34.50**	***11.04***	**45.54**
P	Sao Tomé	8.00	18.00	20.00	**46.00**	***9.20***	**55.20**
P-75%	Sao Tomé	6.00	13.50	15.00	**34.50**	***6.90***	**41.40**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Saudi Arabia - Currency; riyal (S)						
C	Jeddah	72.00	88.00	135.00	**295.00**	***94.40***	**389.40**
C-75%	Jeddah	54.00	66.00	101.25	**221.25**	***70.80***	**292.05**
P	Jeddah	72.00	88.00	135.00	**295.00**	***59.00***	**354.00**
P-75%	Jeddah	54.00	66.00	101.25	**221.25**	***44.25***	**265.50**
C	Riyadh	68.00	130.00	160.00	**358.00**	***114.56***	**472.56**
C-75%	Riyadh	51.00	97.50	120.00	**268.50**	***85.92***	**354.42**
P	Riyadh	68.00	130.00	160.00	**358.00**	***71.60***	**429.60**
P-75%	Riyadh	51.00	97.50	120.00	**268.50**	***53.70***	**322.20**
C	Other	54.40	104.00	128.00	**286.40**	***91.65***	**378.05**
C-75%	Other	40.80	78.00	96.00	**214.80**	***68.74***	**283.54**
P	Other	54.40	104.00	128.00	**286.40**	***57.28***	**343.68**
P-75%	Other	40.80	78.00	96.00	**214.80**	***42.96***	**257.76**
	Senegal - Currency; franc (CFA)						
C	Dakar	9000.00	11000.00	14000.00	**34000.00**	***10880.00***	**44880.00**
C-75%	Dakar	6750.00	8250.00	10500.00	**25500.00**	***8160.00***	**33660.00**
P	Dakar	9000.00	11000.00	14000.00	**34000.00**	***6800.00***	**40800.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Dakar	6750.00	8250.00	10500.00	**25500.00**	***5100.00***	**30600.00**
C	Other	7200.00	8800.00	11200.00	**27200.00**	***8704.00***	**35904.00**
C-75%	Other	5400.00	6600.00	8400.00	**20400.00**	***6528.00***	**26928.00**
P	Other	7200.00	8800.00	11200.00	**27200.00**	***5440.00***	**32640.00**
P-75%	Other	5400.00	6600.00	8400.00	**20400.00**	***4080.00***	**24480.00**
	Serbia and Montenegro - Currency; euro						
C	Belgrade	*	13.50	19.00	**32.50**	***13.00***	**45.50**
C-75%	Belgrade	*	10.13	14.25	**24.38**	***9.75***	**34.13**
P	Belgrade	*	13.50	19.00	**32.50**	***8.13***	**40.63**
P-75%	Belgrade	*	10.13	14.25	**24.38**	***6.09***	**30.47**
C	Kosovo - includes Pristina	*	12.00	19.00	**31.00**	***12.40***	**43.40**
C-75%	Kosovo - includes Pristina	*	9.00	14.25	**23.25**	***9.30***	**32.55**
P	Kosovo - includes Pristina	*	12.00	19.00	**31.00**	***7.75***	**38.75**
P-75%	Kosovo - includes Pristina	*	9.00	14.25	**23.25**	***5.81***	**29.06**
C	Podgorica	6.00	10.00	16.00	**32.00**	***10.24***	**42.24**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Podgorica	4.50	7.50	12.00	**24.00**	***7.68***	**31.68**
P	Podgorica	6.00	10.00	16.00	**32.00**	***6.40***	**38.40**
P-75%	Podgorica	4.50	7.50	12.00	**24.00**	***4.80***	**28.80**
C	Other	*	10.80	15.20	**26.00**	***10.40***	**36.40**
C-75%	Other	*	8.10	11.40	**19.50**	***7.80***	**27.30**
P	Other	*	10.80	15.20	**26.00**	***6.50***	**32.50**
P-75%	Other	*	8.10	11.40	**19.50**	***4.88***	**24.38**
	Seychelles - Currency; rupee (SEY). NOTE: One Rate For Country						
C	Victoria	50.00	100.00	160.00	**310.00**	***99.20***	**409.20**
C-75%	Victoria	37.50	75.00	120.00	**232.50**	***74.40***	**306.90**
P	Victoria	50.00	100.00	160.00	**310.00**	***62.00***	**372.00**
P-75%	Victoria	37.50	75.00	120.00	**232.50**	***46.50***	**279.00**
	Sierra Leone - Currency; leone						
C	Freetown	34000.00	53000.00	67000.00	**154000.00**	***49280.00***	**203280.00**
C-75%	Freetown	25500.00	39750.00	50250.00	**115500.00**	***36960.00***	**152460.00**
P	Freetown	34000.00	53000.00	67000.00	**154000.00**	***30800.00***	**184800.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Freetown	25500.00	39750.00	50250.00	**115500.00**	***23100.00***	**138600.00**
C	Other	27200.00	42400.00	53600.00	**123200.00**	***39424.00***	**162624.00**
C-75%	Other	20400.00	31800.00	40200.00	**92400.00**	***29568.00***	**121968.00**
P	Other	27200.00	42400.00	53600.00	**123200.00**	***24640.00***	**147840.00**
P-75%	Other	20400.00	31800.00	40200.00	**92400.00**	***18480.00***	**110880.00**
	Singapore - Currency; dollar (S). NOTE: One Rate For Country						
C	Singapore	22.00	27.00	48.00	**97.00**	***31.04***	**128.04**
C-75%	Singapore	16.50	20.25	36.00	**72.75**	***23.28***	**96.03**
P	Singapore	22.00	27.00	48.00	**97.00**	***19.40***	**116.40**
P-75%	Singapore	16.50	20.25	36.00	**72.75**	***14.55***	**87.30**
	Slovakia - Currency; koruna						
C	Bratislava	490.00	530.00	760.00	**1780.00**	***569.60***	**2349.60**
C-75%	Bratislava	367.50	397.50	570.00	**1335.00**	***427.20***	**1762.20**
P	Bratislava	490.00	530.00	760.00	**1780.00**	***356.00***	**2136.00**
P-75%	Bratislava	367.50	397.50	570.00	**1335.00**	***267.00***	**1602.00**
C	Other	392.00	424.00	608.00	**1424.00**	***455.68***	**1879.68**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	294.00	318.00	456.00	**1068.00**	***341.76***	**1409.76**
P	Other	392.00	424.00	608.00	**1424.00**	***284.80***	**1708.80**
P-75%	Other	294.00	318.00	456.00	**1068.00**	***213.60***	**1281.60**
	Slovenia - Currency; dollar (US)						
C	Ljubljana	*	16.00	23.00	**39.00**	***15.60***	**54.60**
C-75%	Ljubljana	*	12.00	17.25	**29.25**	***11.70***	**40.95**
P	Ljubljana	*	16.00	23.00	**39.00**	***9.75***	**48.75**
P-75%	Ljubljana	*	12.00	17.25	**29.25**	***7.31***	**36.56**
C	Other	*	12.80	18.40	**31.20**	***12.48***	**43.68**
C-75%	Other	*	9.60	13.80	**23.40**	***9.36***	**32.76**
P	Other	*	12.80	18.40	**31.20**	***7.80***	**39.00**
P-75%	Other	*	9.60	13.80	**23.40**	***5.85***	**29.25**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Solomon Islands - Currency; dollar (SI). NOTE: One Rate For Country						
C	Honiara	25.00	50.00	75.00	**150.00**	***48.00***	**198.00**
C-75%	Honiara	18.75	37.50	56.25	**112.50**	***36.00***	**148.50**
P	Honiara	25.00	50.00	75.00	**150.00**	***30.00***	**180.00**
P-75%	Honiara	18.75	37.50	56.25	**112.50**	***22.50***	**135.00**
	Somalia - Currency; schilling. NOTE: One Rate For Country						
C	Mogadiscio	*	*	*	*	***40.00%***	*
C-75%	Mogadiscio	*	*	*	*	***30.00%***	*
P	Mogadiscio	*	*	*	*	***25.00%***	*
P-75%	Mogadiscio	*	*	*	*	***18.75%***	*
	South Africa - Currency; rand						
C	Cape Town	95.00	100.00	135.00	**330.00**	***105.60***	**435.60**
C-75%	Cape Town	71.25	75.00	101.25	**247.50**	***79.20***	**326.70**
P	Cape Town	95.00	100.00	135.00	**330.00**	***66.00***	**396.00**
P-75%	Cape Town	71.25	75.00	101.25	**247.50**	***49.50***	**297.00**
C	Durban	78.00	90.00	108.00	**276.00**	***88.32***	**364.32**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Durban	58.50	67.50	81.00	**207.00**	***66.24***	**273.24**
P	Durban	78.00	90.00	108.00	**276.00**	***55.20***	**331.20**
P-75%	Durban	58.50	67.50	81.00	**207.00**	***41.40***	**248.40**
C	Johannesburg	75.00	88.00	120.00	**283.00**	***90.56***	**373.56**
C-75%	Johannesburg	56.25	66.00	90.00	**212.25**	***67.92***	**280.17**
P	Johannesburg	75.00	88.00	120.00	**283.00**	***56.60***	**339.60**
P-75%	Johannesburg	56.25	66.00	90.00	**212.25**	***42.45***	**254.70**
C	Pretoria	50.00	68.00	100.00	**218.00**	***69.76***	**287.76**
C-75%	Pretoria	37.50	51.00	75.00	**163.50**	***52.32***	**215.82**
P	Pretoria	50.00	68.00	100.00	**218.00**	***43.60***	**261.60**
P-75%	Pretoria	37.50	51.00	75.00	**163.50**	***32.70***	**196.20**
C	Other	40.00	54.40	80.00	**174.40**	***55.81***	**230.21**
C-75%	Other	30.00	40.80	60.00	**130.80**	***41.86***	**172.66**
P	Other	40.00	54.40	80.00	**174.40**	***34.88***	**209.28**
P-75%	Other	30.00	40.80	60.00	**130.80**	***26.16***	**156.96**
	Spain - Currency; euro						
C	Barcelona	16.00	22.00	26.00	**64.00**	***20.48***	**84.48**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Barcelona	12.00	16.50	19.50	**48.00**	***15.36***	**63.36**
P	Barcelona	16.00	22.00	26.00	**64.00**	***12.80***	**76.80**
P-75%	Barcelona	12.00	16.50	19.50	**48.00**	***9.60***	**57.60**
C	Madrid	16.00	22.00	30.00	**68.00**	***21.76***	**89.76**
C-75%	Madrid	12.00	16.50	22.50	**51.00**	***16.32***	**67.32**
P	Madrid	16.00	22.00	30.00	**68.00**	***13.60***	**81.60**
P-75%	Madrid	12.00	16.50	22.50	**51.00**	***10.20***	**61.20**
C	Other	12.80	17.60	24.00	**54.40**	***17.41***	**71.81**
C-75%	Other	9.60	13.20	18.00	**40.80**	***13.06***	**53.86**
P	Other	12.80	17.60	24.00	**54.40**	***10.88***	**65.28**
P-75%	Other	9.60	13.20	18.00	**40.80**	***8.16***	**48.96**
	Sri Lanka - Currency; rupee (SL)						
C	Colombo	900.00	990.00	1540.00	**3430.00**	***1097.60***	**4527.60**
C-75%	Colombo	675.00	742.50	1155.00	**2572.50**	***823.20***	**3395.70**
P	Colombo	900.00	990.00	1540.00	**3430.00**	***686.00***	**4116.00**
P-75%	Colombo	675.00	742.50	1155.00	**2572.50**	***514.50***	**3087.00**
C	Other	720.00	792.00	1232.00	**2744.00**	***878.08***	**3622.08**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	540.00	594.00	924.00	**2058.00**	***658.56***	**2716.56**
P	Other	720.00	792.00	1232.00	**2744.00**	***548.80***	**3292.80**
P-75%	Other	540.00	594.00	924.00	**2058.00**	***411.60***	**2469.60**
	St. Helena - Currency; pound. NOTE: One Rate For Country						
C	Jamestown	*	*	*	*	***40.00%***	*
C-75%	Jamestown	*	*	*	*	***30.00%***	*
P	Jamestown	*	*	*	*	***25.00%***	*
P-75%	Jamestown	*	*	*	*	***18.75%***	*
	St. Kitts & Nevis - Currency; dollar (US). NOTE: One Rate For Country						
C	Basseterre	14.00	21.00	53.00	**88.00**	***28.16***	**116.16**
C-75%	Basseterre	10.50	15.75	39.75	**66.00**	***21.12***	**87.12**
P	Basseterre	14.00	21.00	53.00	**88.00**	***17.60***	**105.60**
P-75%	Basseterre	10.50	15.75	39.75	**66.00**	***13.20***	**79.20**
	St. Lucia - Currency; dollar (EC). NOTE: One Rate For Country						
C	Castries	23.00	50.00	90.00	**163.00**	***52.16***	**215.16**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Castries	17.25	37.50	67.50	**122.25**	***39.12***	**161.37**
P	Castries	23.00	50.00	90.00	**163.00**	***32.60***	**195.60**
P-75%	Castries	17.25	37.50	67.50	**122.25**	***24.45***	**146.70**
	St. Pierre et Miquelon Islands - Currency; euro. NOTE: One Rate For Country						
C	Saint-Pierre	*	*	*	*	***40.00%***	*
C-75%	Saint-Pierre	*	*	*	*	***30.00%***	*
P	Saint-Pierre	*	*	*	*	***25.00%***	*
P-75%	Saint-Pierre	*	*	*	*	***18.75%***	*
	St. Vincent - Currency; dollar (EC). NOTE: One Rate For Country						
C	Kingstown	24.00	33.00	90.00	**147.00**	***47.04***	**194.04**
C-75%	Kingstown	18.00	24.75	67.50	**110.25**	***35.28***	**145.53**
P	Kingstown	24.00	33.00	90.00	**147.00**	***29.40***	**176.40**
P-75%	Kingstown	18.00	24.75	67.50	**110.25**	***22.05***	**132.30**
	Sudan - Currency; dollar (CDN)						
C	Khartoum	22.00	33.00	47.00	**102.00**	***32.64***	**134.64**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Khartoum	16.50	24.75	35.25	**76.50**	***24.48***	**100.98**
P	Khartoum	22.00	33.00	47.00	**102.00**	***20.40***	**122.40**
P-75%	Khartoum	16.50	24.75	35.25	**76.50**	***15.30***	**91.80**
C	Other	17.60	26.40	37.60	**81.60**	***26.11***	**107.71**
C-75%	Other	13.20	19.80	28.20	**61.20**	***19.58***	**80.78**
P	Other	17.60	26.40	37.60	**81.60**	***16.32***	**97.92**
P-75%	Other	13.20	19.80	28.20	**61.20**	***12.24***	**73.44**
	Suriname - Currency; dollar (CDN). NOTE: One Rate For Country						
C	Paramaribo	*	18.00	27.00	**45.00**	***18.00***	**63.00**
C-75%	Paramaribo	*	13.50	20.25	**33.75**	***13.50***	**47.25**
P	Paramaribo	*	18.00	27.00	**45.00**	***11.25***	**56.25**
P-75%	Paramaribo	*	13.50	20.25	**33.75**	***8.44***	**42.19**
	Swaziland - Currency; rand. NOTE: One Rate For Country						
C	Mbabane	30.00	100.00	125.00	**255.00**	***81.60***	**336.60**
C-75%	Mbabane	22.50	75.00	93.75	**191.25**	***61.20***	**252.45**
P	Mbabane	30.00	100.00	125.00	**255.00**	***51.00***	**306.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Mbabane	22.50	75.00	93.75	**191.25**	***38.25***	**229.50**
	Sweden - Currency; krona						
C	Stockholm	175.00	155.00	300.00	**630.00**	***201.60***	**831.60**
C-75%	Stockholm	131.25	116.25	225.00	**472.50**	***151.20***	**623.70**
P	Stockholm	175.00	155.00	300.00	**630.00**	***126.00***	**756.00**
P-75%	Stockholm	131.25	116.25	225.00	**472.50**	***94.50***	**567.00**
C	Other	140.00	124.00	240.00	**504.00**	***161.28***	**665.28**
C-75%	Other	105.00	93.00	180.00	**378.00**	***120.96***	**498.96**
P	Other	140.00	124.00	240.00	**504.00**	***100.80***	**604.80**
P-75%	Other	105.00	93.00	180.00	**378.00**	***75.60***	**453.60**
	Switzerland - Currency; franc (SW)						
C	Bern	21.00	25.00	44.00	**90.00**	***28.80***	**118.80**
C-75%	Bern	15.75	18.75	33.00	**67.50**	***21.60***	**89.10**
P	Bern	21.00	25.00	44.00	**90.00**	***18.00***	**108.00**
P-75%	Bern	15.75	18.75	33.00	**67.50**	***13.50***	**81.00**
C	Davos	*	32.00	50.00	**82.00**	***32.80***	**114.80**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Davos	*	24.00	37.50	**61.50**	***24.60***	**86.10**
P	Davos	*	32.00	50.00	**82.00**	***20.50***	**102.50**
P-75%	Davos	*	24.00	37.50	**61.50**	***15.38***	**76.88**
C	Geneva	32.00	36.00	56.00	**124.00**	***39.68***	**163.68**
C-75%	Geneva	24.00	27.00	42.00	**93.00**	***29.76***	**122.76**
P	Geneva	32.00	36.00	56.00	**124.00**	***24.80***	**148.80**
P-75%	Geneva	24.00	27.00	42.00	**93.00**	***18.60***	**111.60**
C	Zurich	25.00	38.00	56.00	**119.00**	***38.08***	**157.08**
C-75%	Zurich	18.75	28.50	42.00	**89.25**	***28.56***	**117.81**
P	Zurich	25.00	38.00	56.00	**119.00**	***23.80***	**142.80**
P-75%	Zurich	18.75	28.50	42.00	**89.25**	***17.85***	**107.10**
C	Other	16.80	20.00	35.20	**72.00**	***23.04***	**95.04**
C-75%	Other	12.60	15.00	26.40	**54.00**	***17.28***	**71.28**
P	Other	16.80	20.00	35.20	**72.00**	***14.40***	**86.40**
P-75%	Other	12.60	15.00	26.40	**54.00**	***10.80***	**64.80**
	Syria - Currency; pound (S)						
C	Damascus	680.00	700.00	900.00	**2280.00**	***729.60***	**3009.60**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Damascus	510.00	525.00	675.00	**1710.00**	***547.20***	**2257.20**
P	Damascus	680.00	700.00	900.00	**2280.00**	***456.00***	**2736.00**
P-75%	Damascus	510.00	525.00	675.00	**1710.00**	***342.00***	**2052.00**
C	Other	544.00	560.00	720.00	**1824.00**	***583.68***	**2407.68**
C-75%	Other	408.00	420.00	540.00	**1368.00**	***437.76***	**1805.76**
P	Other	544.00	560.00	720.00	**1824.00**	***364.80***	**2188.80**
P-75%	Other	408.00	420.00	540.00	**1368.00**	***273.60***	**1641.60**
	Taiwan - Currency; dollar (New T). NOTE: One Rate For Country						
C	Taipei	*	585.00	1031.00	**1616.00**	***646.40***	**2262.40**
C-75%	Taipei	*	438.75	773.25	**1212.00**	***484.80***	**1696.80**
P	Taipei	*	585.00	1031.00	**1616.00**	***404.00***	**2020.00**
P-75%	Taipei	*	438.75	773.25	**1212.00**	***303.00***	**1515.00**
	Tajikistan - Currency; dollar (US). NOTE: One Rate For Country						
C	Dushanbe	3.00	5.00	8.00	**16.00**	***5.12***	**21.12**
C-75%	Dushanbe	2.25	3.75	6.00	**12.00**	***3.84***	**15.84**
P	Dushanbe	3.00	5.00	8.00	**16.00**	***3.20***	**19.20**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Dushanbe	2.25	3.75	6.00	**12.00**	***2.40***	**14.40**
	Tanzania - Currency; dollar (CDN)						
C	Dar-es-Salaam	12.00	16.00	20.00	**48.00**	***15.36***	**63.36**
C-75%	Dar-es-Salaam	9.00	12.00	15.00	**36.00**	***11.52***	**47.52**
P	Dar-es-Salaam	12.00	16.00	20.00	**48.00**	***9.60***	**57.60**
P-75%	Dar-es-Salaam	9.00	12.00	15.00	**36.00**	***7.20***	**43.20**
C	Other	9.60	12.80	16.00	**38.40**	***12.29***	**50.69**
C-75%	Other	7.20	9.60	12.00	**28.80**	***9.22***	**38.02**
P	Other	9.60	12.80	16.00	**38.40**	***7.68***	**46.08**
P-75%	Other	7.20	9.60	12.00	**28.80**	***5.76***	**34.56**
	Thailand - Currency; dollar (US)						
C	Bangkok	14.00	16.00	23.00	**53.00**	***16.96***	**69.96**
C-75%	Bangkok	10.50	12.00	17.25	**39.75**	***12.72***	**52.47**
P	Bangkok	14.00	16.00	23.00	**53.00**	***10.60***	**63.60**
P-75%	Bangkok	10.50	12.00	17.25	**39.75**	***7.95***	**47.70**
C	Phuket (& Krabi)	11.20	12.80	18.40	**42.40**	***13.57***	**55.97**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Phuket (& Krabi)	8.40	9.60	13.80	**31.80**	***10.18***	**41.98**
P	Phuket (& Krabi)	11.20	12.80	18.40	**42.40**	***8.48***	**50.88**
P-75%	Phuket (& Krabi)	8.40	9.60	13.80	**31.80**	***6.36***	**38.16**
C	Other	11.20	12.80	18.40	**42.40**	***13.57***	**55.97**
C-75%	Other	8.40	9.60	13.80	**31.80**	***10.18***	**41.98**
P	Other	11.20	12.80	18.40	**42.40**	***8.48***	**50.88**
P-75%	Other	8.40	9.60	13.80	**31.80**	***6.36***	**38.16**
	Togo - Currency; franc (CFA)						
C	Lomé	3900.00	5500.00	12600.00	**22000.00**	***7040.00***	**29040.00**
C-75%	Lomé	2925.00	4125.00	9450.00	**16500.00**	***5280.00***	**21780.00**
P	Lomé	3900.00	5500.00	12600.00	**22000.00**	***4400.00***	**26400.00**
P-75%	Lomé	2925.00	4125.00	9450.00	**16500.00**	***3300.00***	**19800.00**
C	Other	3120.00	4400.00	10080.00	**17600.00**	***5632.00***	**23232.00**
C-75%	Other	2340.00	3300.00	7560.00	**13200.00**	***4224.00***	**17424.00**
P	Other	3120.00	4400.00	10080.00	**17600.00**	***3520.00***	**21120.00**
P-75%	Other	2340.00	3300.00	7560.00	**13200.00**	***2640.00***	**15840.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Tonga - Currency; pa'anga. NOTE: One Rate For Country						
C	Nuku'alofa	*	*	*	*	***40.00%***	*
C-75%	Nuku'alofa	*	*	*	*	***30.00%***	*
P	Nuku'alofa	*	*	*	*	***25.00%***	*
P-75%	Nuku'alofa	*	*	*	*	***18.75%***	*
	Trinidad and Tobago - Currency; dollar (TT)						
C	Port of Spain	54.00	80.00	130.00	**264.00**	***84.48***	**348.48**
C-75%	Port of Spain	40.50	60.00	97.50	**198.00**	***63.36***	**261.36**
P	Port of Spain	54.00	80.00	130.00	**264.00**	***52.80***	**316.80**
P-75%	Port of Spain	40.50	60.00	97.50	**198.00**	***39.60***	**237.60**
C	Tobago	65.00	80.00	130.00	**275.00**	***88.00***	**363.00**
C-75%	Tobago	48.75	60.00	97.50	**206.25**	***66.00***	**272.25**
P	Tobago	65.00	80.00	130.00	**275.00**	***55.00***	**330.00**
P-75%	Tobago	48.75	60.00	97.50	**206.25**	***41.25***	**247.50**
	Tunisia - Currency; dinar (T)						
C	Tunis	14.00	21.00	30.00	**65.00**	***20.80***	**85.80**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Tunis	10.50	15.75	22.50	**48.75**	***15.60***	**64.35**
P	Tunis	14.00	21.00	30.00	**65.00**	***13.00***	**78.00**
P-75%	Tunis	10.50	15.75	22.50	**48.75**	***9.75***	**58.50**
C	Other	11.20	16.80	24.00	**52.00**	***16.64***	**68.64**
C-75%	Other	8.40	12.60	18.00	**39.00**	***12.48***	**51.48**
P	Other	11.20	16.80	24.00	**52.00**	***10.40***	**62.40**
P-75%	Other	8.40	12.60	18.00	**39.00**	***7.80***	**46.80**
	Turkey - Currency; dollar (US)						
C	Ankara	9.00	21.00	29.00	**59.00**	***18.88***	**77.88**
C-75%	Ankara	6.75	15.75	21.75	**44.25**	***14.16***	**58.41**
P	Ankara	9.00	21.00	29.00	**59.00**	***11.80***	**70.80**
P-75%	Ankara	6.75	15.75	21.75	**44.25**	***8.85***	**53.10**
C	Other	7.20	16.80	23.20	**47.20**	***15.10***	**62.30**
C-75%	Other	5.40	12.60	17.40	**35.40**	***11.33***	**46.73**
P	Other	7.20	16.80	23.20	**47.20**	***9.44***	**56.64**
P-75%	Other	5.40	12.60	17.40	**35.40**	***7.08***	**42.48**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Turkmenistan - Currency; manat. NOTE: One Rate For Country						
C	Ashgabat	59000.00	122500.00	146000.00	**327500.00**	***104800.00***	**432300.00**
C-75%	Ashgabat	44250.00	91875.00	109500.00	**245625.00**	***78600.00***	**324225.00**
P	Ashgabat	59000.00	122500.00	146000.00	**327500.00**	***65500.00***	**393000.00**
P-75%	Ashgabat	44250.00	91875.00	109500.00	**245625.00**	***49125.00***	**294750.00**
	Turks and Caicos - Currency; dollar (US). NOTE: One Rate For Country						
	Providenciales:						
C	Provo	12.00	25.00	33.00	**70.00**	***22.40***	**92.40**
C-75%	Provo	9.00	18.75	24.75	**52.50**	***16.80***	**69.30**
P	Provo	12.00	25.00	33.00	**70.00**	***14.00***	**84.00**
P-75%	Provo	9.00	18.75	24.75	**52.50**	***10.50***	**63.00**
	Grand Turk:						
C	Cockburn Town	8.00	14.00	33.00	**55.00**	***17.60***	**72.60**
C-75%	Cockburn Town	6.00	10.50	24.75	**41.25**	***13.20***	**54.45**
P	Cockburn Town	8.00	14.00	33.00	**55.00**	***11.00***	**66.00**
P-75%	Cockburn Town	6.00	10.50	24.75	**41.25**	***8.25***	**49.50**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Tuvalu - Currency; dollar (A). NOTE: One Rate For Country						
C	Funafuti	*	*	*	*	***40.00%***	*
C-75%	Funafuti	*	*	*	*	***30.00%***	*
P	Funafuti	*	*	*	*	***25.00%***	*
P-75%	Funafuti	*	*	*	*	***18.75%***	*
	Uganda - Currency; dollar (US)						
C	Kampala	7.00	13.00	15.00	**35.00**	***11.20***	**46.20**
C-75%	Kampala	5.25	9.75	11.25	**26.25**	***8.40***	**34.65**
P	Kampala	7.00	13.00	15.00	**35.00**	***7.00***	**42.00**
P-75%	Kampala	5.25	9.75	11.25	**26.25**	***5.25***	**31.50**
C	Other	5.60	10.40	12.00	**28.00**	***8.96***	**36.96**
C-75%	Other	4.20	7.80	9.00	**21.00**	***6.72***	**27.72**
P	Other	5.60	10.40	12.00	**28.00**	***5.60***	**33.60**
P-75%	Other	4.20	7.80	9.00	**21.00**	***4.20***	**25.20**
	Ukraine - Currency; dollar (US)						

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C	Kyiv	8.00	19.00	31.00	**58.00**	***18.56***	**76.56**
C-75%	Kyiv	6.00	14.25	23.25	**43.50**	***13.92***	**57.42**
P	Kyiv	8.00	19.00	31.00	**58.00**	***11.60***	**69.60**
P-75%	Kyiv	6.00	14.25	23.25	**43.50**	***8.70***	**52.20**
C	Other	6.40	15.20	24.80	**46.40**	***14.85***	**61.25**
C-75%	Other	4.80	11.40	18.60	**34.80**	***11.14***	**45.94**
P	Other	6.40	15.20	24.80	**46.40**	***9.28***	**55.68**
P-75%	Other	4.80	11.40	18.60	**34.80**	***6.96***	**41.76**
	United Arab Emirates - Currency; dirham						
C	Abu Dhabi	50.00	93.00	124.00	**267.00**	***85.44***	**352.44**
C-75%	Abu Dhabi	37.50	69.75	93.00	**200.25**	***64.08***	**264.33**
P	Abu Dhabi	50.00	93.00	124.00	**267.00**	***53.40***	**320.40**
P-75%	Abu Dhabi	37.50	69.75	93.00	**200.25**	***40.05***	**240.30**
C	Dubai	38.00	70.00	92.00	**200.00**	***64.00***	**264.00**
C-75%	Dubai	28.50	52.50	69.00	**150.00**	***48.00***	**198.00**
P	Dubai	38.00	70.00	92.00	**200.00**	***40.00***	**240.00**

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	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Dubai	28.50	52.50	69.00	**150.00**	***30.00***	**180.00**
C	Other	40.00	74.40	99.20	**213.60**	***68.35***	**281.95**
C-75%	Other	30.00	55.80	74.40	**160.20**	***51.26***	**211.46**
P	Other	40.00	74.40	99.20	**213.60**	***42.72***	**256.32**
P-75%	Other	30.00	55.80	74.40	**160.20**	***32.04***	**192.24**
	United Kingdom - Currency; pound						
C	London	16.00	18.00	24.00	**58.00**	***18.56***	**76.56**
C-75%	London	12.00	13.50	18.00	**43.50**	***13.92***	**57.42**
P	London	16.00	18.00	24.00	**58.00**	***11.60***	**69.60**
P-75%	London	12.00	13.50	18.00	**43.50**	***8.70***	**52.20**
C	Other	12.80	14.40	19.20	**46.40**	***14.85***	**61.25**
C-75%	Other	9.60	10.80	14.40	**34.80**	***11.14***	**45.94**
P	Other	12.80	14.40	19.20	**46.40**	***9.28***	**55.68**
P-75%	Other	9.60	10.80	14.40	**34.80**	***6.96***	**41.76**
	Uruguay - Currency; dollar (CDN)						
C	Montevideo	*	16.00	20.00	**36.00**	***14.40***	**50.40**

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P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Montevideo	*	12.00	15.00	**27.00**	***10.80***	**37.80**
P	Montevideo	*	16.00	20.00	**36.00**	***9.00***	**45.00**
P-75%	Montevideo	*	12.00	15.00	**27.00**	***6.75***	**33.75**
C	Other	*	12.80	16.00	**28.80**	***11.52***	**40.32**
C-75%	Other	*	9.60	12.00	**21.60**	***8.64***	**30.24**
P	Other	*	12.80	16.00	**28.80**	***7.20***	**36.00**
P-75%	Other	*	9.60	12.00	**21.60**	***5.40***	**27.00**
	Uzbekistan - Currency; dollar (US). NOTE: One Rate For Country						
C	Tashkent	12.00	20.00	33.00	**65.00**	***20.80***	**85.80**
C-75%	Tashkent	9.00	15.00	24.75	**48.75**	***15.60***	**64.35**
P	Tashkent	12.00	20.00	33.00	**65.00**	***13.00***	**78.00**
P-75%	Tashkent	9.00	15.00	24.75	**48.75**	***9.75***	**58.50**
	Vanuatu - Currency; vatu						
C	Port Vila	1655.00	2225.00	2950.00	**6830.00**	***2185.60***	**9015.60**
C-75%	Port Vila	1241.25	1668.75	2212.50	**5122.50**	***1639.20***	**6761.70**
P	Port Vila	1655.00	2225.00	2950.00	**6830.00**	***1366.00***	**8196.00**

C = Commercial Accommodation
P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
P-75%	Port Vila	1241.25	1668.75	2212.50	**5122.50**	***1024.50***	**6147.00**
C	Other	1324.00	1780.00	2360.00	**5464.00**	***1748.48***	**7212.48**
C-75%	Other	993.00	1335.00	1770.00	**4098.00**	***1311.36***	**5409.36**
P	Other	1324.00	1780.00	2360.00	**5464.00**	***1092.80***	**6556.80**
P-75%	Other	993.00	1335.00	1770.00	**4098.00**	***819.60***	**4917.60**
	Venezuela - Currency; dollar (CDN)						
C	Caracas	19.00	19.00	25.00	**63.00**	***20.16***	**83.16**
C-75%	Caracas	14.25	14.25	18.75	**47.25**	***15.12***	**62.37**
P	Caracas	19.00	19.00	25.00	**63.00**	***12.60***	**75.60**
P-75%	Caracas	14.25	14.25	18.75	**47.25**	***9.45***	**56.70**
C	Other	15.20	15.20	20.00	**50.40**	***16.13***	**66.53**
C-75%	Other	11.40	11.40	15.00	**37.80**	***12.10***	**49.90**
P	Other	15.20	15.20	20.00	**50.40**	***10.08***	**60.48**
P-75%	Other	11.40	11.40	15.00	**37.80**	***7.56***	**45.36**
	Vietnam - Currency; dollar (US)						

C = Commercial Accommodation
P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C	Hanoi	5.00	17.00	25.00	**47.00**	***15.04***	**62.04**
C-75%	Hanoi	3.75	12.75	18.75	**35.25**	***11.28***	**46.53**
P	Hanoi	5.00	17.00	25.00	**47.00**	***9.40***	**56.40**
P-75%	Hanoi	3.75	12.75	18.75	**35.25**	***7.05***	**42.30**
C	Ho Chi Minh City	14.00	14.00	22.00	**50.00**	***16.00***	**66.00**
C-75%	Ho Chi Minh City	10.50	10.50	16.50	**37.50**	***12.00***	**49.50**
P	Ho Chi Minh City	14.00	14.00	22.00	**50.00**	***10.00***	**60.00**
P-75%	Ho Chi Minh City	10.50	10.50	16.50	**37.50**	***7.50***	**45.00**
C	Other	4.00	13.60	20.00	**37.60**	***12.03***	**49.63**
C-75%	Other	3.00	10.20	15.00	**28.20**	***9.02***	**37.22**
P	Other	4.00	13.60	20.00	**37.60**	***7.52***	**45.12**
P-75%	Other	3.00	10.20	15.00	**28.20**	***5.64***	**33.84**
	Virgin Islands - Currency; dollar (US). NOTE: One Rate For Country						
C	Road Town	10.00	16.00	28.00	**54.00**	***17.28***	**71.28**
C-75%	Road Town	7.50	12.00	21.00	**40.50**	***12.96***	**53.46**
P	Road Town	10.00	16.00	28.00	**54.00**	***10.80***	**64.80**
P-75%	Road Town	7.50	12.00	21.00	**40.50**	***8.10***	**48.60**

C = Commercial Accommodation
P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
	Yemen - Currency; dollar (US)						
C	Aden	6.00	8.00	13.00	**27.00**	***8.64***	**35.64**
C-75%	Aden	4.50	6.00	9.75	**20.25**	***6.48***	**26.73**
P	Aden	6.00	8.00	13.00	**27.00**	***5.40***	**32.40**
P-75%	Aden	4.50	6.00	9.75	**20.25**	***4.05***	**24.30**
C	Sanaa	13.00	24.00	26.00	**63.00**	***20.16***	**83.16**
C-75%	Sanaa	9.75	18.00	19.50	**47.25**	***15.12***	**62.37**
P	Sanaa	13.00	24.00	26.00	**63.00**	***12.60***	**75.60**
P-75%	Sanaa	9.75	18.00	19.50	**47.25**	***9.45***	**56.70**
C	Other	10.40	19.20	20.80	**50.40**	***16.13***	**66.53**
C-75%	Other	7.80	14.40	15.60	**37.80**	***12.10***	**49.90**
P	Other	10.40	19.20	20.80	**50.40**	***10.08***	**60.48**
P-75%	Other	7.80	14.40	15.60	**37.80**	***7.56***	**45.36**
	Zambia - Currency; dollar (CDN)						
C	Lusaka	12.00	27.00	35.00	**74.00**	***23.68***	**97.68**

C = Commercial Accommodation
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*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Lusaka	9.00	20.25	26.25	**55.50**	***17.76***	**73.26**
P	Lusaka	12.00	27.00	35.00	**74.00**	***14.80***	**88.80**
P-75%	Lusaka	9.00	20.25	26.25	**55.50**	***11.10***	**66.60**
C	Other	9.60	21.60	28.00	**59.20**	***18.94***	**78.14**
C-75%	Other	7.20	16.20	21.00	**44.40**	***14.21***	**58.61**
P	Other	9.60	21.60	28.00	**59.20**	***11.84***	**71.04**
P-75%	Other	7.20	16.20	21.00	**44.40**	***8.88***	**53.28**
	Zimbabwe - Currency; dollar (US)						
C	Harare	20.00	18.00	32.00	70.00	***22.40***	**92.40**
C-75%	Harare	15.00	13.50	24.00	**52.50**	***16.80***	**69.30**
P	Harare	20.00	18.00	32.00	**70.00**	***14.00***	**84.00**
P-75%	Harare	15.00	13.50	24.00	**52.50**	***10.50***	**63.00**
C	Victoria Falls	*	2.00	3.00	**5.00**	***2.00***	**7.00**
C-75%	Victoria Falls	*	1.50	2.25	**3.75**	***1.50***	**5.25**
P	Victoria Falls	*	2.00	3.00	**5.00**	***1.25***	**6.25**
P-75%	Victoria Falls	*	1.50	2.25	**3.75**	***0.94***	**4.69**
C	Other	16.00	14.40	25.60	**56.00**	***17.92***	**73.92**

C = Commercial Accommodation
P = Non-commerical Accommodation
*** = Reasonable and justifiable expenses. Receipts required.**

	Country City	Breakfast	Lunch	Dinner	Meal Total	*Incidental Amount*	GRAND TOTAL (Taxes Included)
C-75%	Other	12.00	10.80	19.20	**42.00**	***13.44***	**55.44**
P	Other	16.00	14.40	25.60	**56.00**	***11.20***	**67.20**
P-75%	Other	12.00	10.80	19.20	**42.00**	***8.40***	**50.40**

Indian Residential Schools Resolution Canada
Deputy Minister

Résolution des questions des pensionnats indiens Canada
Sous-ministre

SCHEDULE R

July 2005

To former students of Indian residential schools and their legal counsel:

On May 30, 2005, the Honourable Frank Iacobucci was appointed by the Government of Canada to lead discussions with legal counsel for former students, the Churches, the Assembly of First Nations, and other interested parties toward a fair and lasting resolution of the legacy of Indian residential schools. The purpose of this letter is to assure former students that participation in either the current Alternative Dispute Resolution (ADR) or litigation processes will not prejudice their ability to take advantage of benefits which may arise from the discussions led by Mr. Iacobucci.

In addition to exploring ways to recognize the residential school experience of former students, the discussions led by Mr. Iacobucci will also focus on ensuring that former students have options for pursuing their claims of sexual and serious physical abuse, and on finding ways to support the healing that needs to continue. Also on May 30, 2005, the Government of Canada and the Assembly of First Nations signed a Political Agreement outlining the basis on which they intend to work together on issues related to the resolution of the Indian residential schools legacy.

Please find attached copies of the *News Release, Backgrounder* and *Questions & Answers.*

The Government of Canada is committed to the fair and timely resolution of Indian residential school claims and to implementing the necessary changes to its approach to engender broader reconciliation with Aboriginal people.

We hope that this clarifies the matter for former students and legal counsel for former students who are currently in the litigation or ADR processes.

Mario Dion

Canada

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SCHEDULE "T"
ADR PILOT PROJECTS

1. Alkali (B.C.)
   School St Joseph's, Williams Lake
   Community: Alkali Lake

2. Battleford (Sask):
   Schools: St Anthony's, Thunderchild, St Michael's.
   Communities: Red Pheasant, Mosquito, Sweetgrass.

3. Grollier (NWT)
   School: Grollier Hall
   Communities: Various NWT and Alta.

4. Hazelton (BC)
   School: Edmonton IRS
   Community: Hazelton

5. Kawacatoose (Sask)
   Schools: Gordons, Lebret, Muscowekan
   Community: Kawacatoose

6. Manitoba Pilot; Schools: various
   Communities: Fort Alexander, Norway House and Waterhen.

7. Shubenacadie (NB):
   School: Shubenacadie in Nova Scotia
   Community: Red Bank and others

8. Ste Annes School
   School: Ste Anne's
   Community: Fort Albany, and other communities in Ont.

9. Regina Urban Project (SK)
   Schools: Lebret, Muskowekan Marieral, Gordon's
   Community: Regina

10. Beardy & Okemasis (SK) (Meyahyawin)
    Schools: St. Michaels, Duck Lake

SCHEDULE "U"

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Hugo Prud'homme Inuvialuit Regional Corporation Bag Service #21 Inuvik, NT X0E 0T0	

SCHEDULE "V"

Agreement Between the Government of Canada and the Merchant Law Group Respecting the Verification of Legal Fees

The Government of Canada and the Merchant Law Group agree that in addition to the requirement to provide an affidavit as set out in Article ■ of the Agreement in Principle, the Merchant Law Group's fees shall be subject to the following verification process.

1) The Merchant Law Group's dockets, computer records of Work in Progress and any other evidence relevant to the Merchant Law Group's claim for legal fees shall be made available for review and verification by a firm to be chosen by the Federal Representative the Honourable Frank Iacobucci.

2) The Federal Representative shall review the material from the verification process and consult with the Merchant Law Group to satisfy himself that the amount of legal fees to be paid to the Merchant Law Group is reasonable and equitable taking into consideration the amounts and basis on which fees are being paid to other lawyers in respect of this settlement, including the payment of a 3 to 3.5 multiplier in respect of the time on class action files and the fact that the Merchant Law Group has incurred time on a combination of class action files and individual files.

3) If the Federal Representative is not satisfied as described in 2) above, he and the Merchant Law Group shall make all reasonable efforts to agree to another amount to be paid to the Merchant Law Group for legal fees.

4) If the Federal Representative and the Merchant Law Group cannot agree as described in 3) above, the amount to be paid to the Merchant Law Group for legal fees shall be determined through binding arbitration, but that amount shall in no event be more than $40 million or less than $25 million. The arbitration shall be by a single arbitrator who shall be a retired judge:

(a) selected by the Federal Representative and the Merchant Law Group from a list comprising:

(i) John Major,

(ii) Peter Cory,

(iii) John Morden, or

(iv) Allan McEachern; and

(b) if not so jointly chosen, then chosen by the Federal Representative in consultation with Tony Merchant and appointed in accordance with the Saskatchewan *Arbitration Act*, with the arbitration to take place in Saskatchewan.

Tony Merchant

Frank Iacobucci

November 20, 2005
Toronto, Ontario.

May 8, 2006

INDIAN RESIDENTIAL SCHOOLS SETTLEMENT AGREEMENT

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May 8, 2006

Indian Residential Schools
Settlement Agreement

WHEREAS:

A. Canada and certain religious organizations operated Indian Residential Schools for the education of aboriginal children and certain harms and abuses were committed against those children;

B. The Parties desire a fair, comprehensive and lasting resolution of the legacy of Indian Residential Schools;

C. The Parties further desire the promotion of healing, education, truth and reconciliation and commemoration;

D. The Parties entered into an Agreement in Principle on November 20, 2005 for the resolution of the legacy of Indian Residential Schools:

(i) to settle the Class Actions and the Cloud Class Action, in accordance with and as provided in this Agreement;

(ii) to provide for payment by Canada of the Designated Amount to the Trustee for the Common Experience Payment;

(iii) to provide for the Independent Assessment Process;

(iv) to establish a Truth and Reconciliation Commission;

(v) to provide for an endowment to the Aboriginal Healing Foundation to fund healing programmes addressing the legacy

of harms suffered at Indian Residential Schools including the intergenerational effects; and

(vi) to provide funding for commemoration of the legacy of Indian Residential Schools;

E. The Parties, subject to the Approval Orders, have agreed to amend and merge all of the existing proposed class action statements of claim to assert a common series of Class Actions for the purposes of settlement;

F. The Parties, subject to the Approval Orders and the expiration of the Opt Out Periods without the Opt Out Threshold being met, have agreed to settle the Class Actions upon the terms contained in this Agreement;

G. The Parties, subject to the Approval Orders, agree to settle all pending individual actions relating to Indian Residential Schools upon the terms contained in this Agreement, save and except those actions brought by individuals who opt out of the Class Actions in the manner set out in this Agreement, or who will be deemed to have opted out pursuant to Article 1008 of *The Code of Civil Procedure of Quebec*;

H. This Agreement is not to be construed as an admission of liability by any of the defendants named in the Class Actions or the Cloud Class Action.

THEREFORE, in consideration of the mutual agreements, covenants and undertakings set out herein, the Parties agree that all actions, causes of actions, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which any

Class Member or Cloud Class Member ever had, now has or may hereafter have arising in relation to an Indian Residential School or the operation of Indian Residential Schools, whether such claims were made or could have been made in any proceeding including the Class Actions, will be finally settled based on the terms and conditions set out in this Agreement upon the Implementation Date, and the Releasees will have no further liability except as set out in this Agreement.

ARTICLE ONE
INTERPRETATION

1.01 Definitions

In this Agreement, the following terms will have the following meanings:

"Aboriginal Healing Foundation" means the non-profit corporation established under Part II of the *Canada Corporations Act*, chapter C-32 of the Revised Statutes of Canada, 1970 to address the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including intergenerational effects.

"Agreement in Principle" means the Agreement between Canada, as represented by the Honourable Frank Iacobucci; Plaintiffs, as represented by the National Consortium, Merchant Law Group, Inuvialuit Regional Corporation, Makivik Corporation, Nunavut Tunngavik Inc., Independent Counsel, and the Assembly of First Nations; the General Synod of the Anglican Church of Canada, the Presbyterian Church in Canada, the United

Church of Canada and Roman Catholic Entities, signed November 20, 2005;

"Appropriate Court" means the court of the province or territory where the Class Member resided on the Approval Date save and except:

a) that residents of the provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick and Prince Edward Island will be deemed to be subject to the Approval Order of the Superior Court of Justice for Ontario;

b) International Residents will be deemed to be subject to the Approval Order of the Superior Court of Justice for Ontario;

"Approval Date" means the date the last Court issues its Approval Order;

"Approval Orders" means the judgments or orders of the Courts certifying the Class Actions and approving this Agreement as fair, reasonable and in the best interests of the Class Members and Cloud Class Members for the purposes of settlement of the Class Actions pursuant to the applicable class proceedings legislation, the common law or Quebec civil law;

"Business Day" means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the Province or Territory in which the person who needs to take action pursuant to this Agreement is situated or a holiday under the federal laws of Canada applicable in the said Province or Territory;

“Canada” or “Government” means the Government of Canada**;**

“CEP” and **“Common Experience Payment”** mean a lump sum payment made to an Eligible CEP Recipient in the manner set out in Article Five (5) of this Agreement;

“CEP Application” means an application for a Common Experience Payment completed substantially in the form attached hereto as Schedule “A” of this Agreement and signed by an Eligible CEP Recipient or his or her Personal Representative along with the documentation required by the CEP Application.

“CEP Application Deadline” means the fourth anniversary of the Implementation Date;

“Church” or **“Church Organization”** means collectively, The General Synod of the Anglican Church of Canada, The Missionary Society of the Anglican Church of Canada, The Dioceses of the Anglican Church of Canada listed in Schedule “B”, The Presbyterian Church in Canada, The Trustee Board of the Presbyterian Church in Canada, The Foreign Mission of the Presbyterian Church in Canada, Board of Home Missions and Social Services of the Presbyterian Church in Canada, The Women’s Missionary Society of the Presbyterian Church in Canada, The United Church of Canada, The Board of Home Missions of the United Church of Canada, The Women’s Missionary Society of the United Church of Canada, The Methodist Church of Canada, The Missionary Society of The Methodist Church of Canada **and the Catholic Entities listed in Schedule “C”**.

“Class Actions” means the omnibus Indian Residential Schools Class Actions Statements of Claim referred to in Article Four (4) of this Agreement;

“Class Members” means all individuals including Persons Under Disability who are members of any class defined in the Class Actions and who have not opted out or are not deemed to have opted out of the Class Actions on or before the expiry of the Opt Out Period**;**

“Cloud Class Action” means the *Marlene C. Cloud et al. v. Attorney General of Canada et al.* (C40771*)* action certified by the Ontario Court of Appeal by Order entered at Toronto on February 16, 2005;

“Cloud Class Members” means all individuals who are members of the classes certified in the Cloud Class Action;

“Cloud Student Class Member” means all individuals who are members of the student class certified in the Cloud Class Action**;**

“Commission” means the Truth and Reconciliation Commission established pursuant to Article Seven (7) of this Agreement;

“Continuing Claims” means those claims set out in Section I of Schedule “D” of this Agreement.

“Courts” means collectively the Quebec Superior Court, the Superior Court

of Justice for Ontario, the Manitoba Court of Queen's Bench, the Saskatchewan Court of Queen's Bench, the Alberta Court of Queen's Bench, the Supreme Court of British Columbia, the Nunavut Court of Justice, the Supreme Court of the Yukon and the Supreme Court of the Northwest Territories;

"Designated Amount" means one billion nine hundred million dollars ($1,900,000,000.00) less any amounts paid by way of advance payments, if any, as at the Implementation Date.;

"Designated Amount Fund" means the trust fund established to hold the Designated Amount to be allocated in the manner set out in Article Five of this Agreement;

"DR Model" means the dispute resolution model offered by Canada since November 2003;

"Educational Programs or Services" shall include, but not be limited to, those provided by universities, colleges, trade or training schools, or which relate to literacy or trades, as well as programs or services which relate to the preservation, reclamation, development or understanding of native history, cultures, or languages.

"Eligible CEP Recipient" means any former Indian Residential School student who resided at any Indian Residential School prior to December 31, 1997 and who was alive on May 30, 2005 and who does not opt out, or is not deemed to have opted out of the Class Actions during the Opt-Out

Periods or is a Cloud Student Class Member;

"Eligible IAP Claimants" means all Eligible CEP Recipients, all Non-resident Claimants and includes references to the term "Claimants" in the IAP.

"Federal Representative" means the Honourable Frank Iacobucci;

"**IAP Application Deadline**" means the fifth anniversary of the Implementation Date:

"IAP Working Group" means counsel set out in Schedule "U" of this Agreement.

"Implementation Date" means the latest of :

(1) the expiry of thirty (30) days following the expiry of the Opt-Out Periods; and

(2) the day following the last day on which a Class Member in any jurisdiction may appeal or seek leave to appeal any of the Approval Orders; and

(3) the date of a final determination of any appeal brought in relation to the Approval Orders;

"Independent Counsel" means Plaintiffs' Legal Counsel who have signed this Agreement, excluding Legal Counsel who have signed this Agreement in their capacity as counsel for the Assembly of First Nations or for the Inuit Representatives or Counsel who are members of the Merchant Law Group or

members of any of the firms who are members of the National Consortium;

“Independent Assessment Process” and **“IAP”** mean the process for the determination of Continuing Claims, attached as Schedule “D”;

“Indian Residential Schools” means the following:

(1) Institutions listed on List “A” to OIRSRC’s Dispute Resolution Process attached as Schedule “E”;

(2) Institutions listed in Schedule “F” (“Additional Residential Schools”) which may be expanded from time to time in accordance with Article 12.01 of this Agreement; and,

(3) Any institution which is determined to meet the criteria set out in Section 12.01(2) and (3) of this Agreement:

“International Residents” means Class Members who are not resident in a Canadian Province or Territory on the Approval Date.

“Inuit Representatives” includes Inuvialuit Regional Corporation (“IRC”), Nunavut Tunngavik Inc. (“NTI”) and Makivik Corporation; and may include other Inuit representative organizations or corporations.

“NAC” means the National Administration Committee as set out in Article Four (4) of this Agreement;

“NCC” means the National Certification Committee as set out in Article Four (4) of this Agreement;

“Non-resident Claimants” means all individuals who did not reside at an Indian Residential School who, while under the age of 21, were permitted by an adult employee of an Indian Residential School to be on the premises of an Indian Residential School to take part in authorized school activities prior to December 31, 1997. For greater certainty, Non-resident Claimants are not Class Members or Cloud Class Members;

“OIRSRC” means the Office of Indian Residential Schools Resolution Canada;

“Opt Out Periods” means the period commencing on the Approval Date as set out in the Approval Orders;

“Opt Out Threshold” means the Opt Out Threshold set out in Section 4.14 of this Agreement;

“Other Released Church Organizations” includes the Dioceses of the Anglican Church of Canada listed in Schedule “G” and the Catholic Entities listed in Schedule “H”, that did not operate an Indian Residential School or did not have an Indian Residential School located within their geographical boundaries and have made, or will make, a financial contribution towards the resolution of claims advanced by persons who attended an Indian Residential School;

"Oversight Committee" means the Oversight Committee set out in the Independent Assessment Process attached as Schedule "D";

"Parties" means collectively and individually the signatories to this Agreement;

"Personal Credits" means credits that have no cash value, are transferable only to a family member who is a member of the family class as defined in the Class Actions or the Cloud Class Action, may be combined with the Personal Credits of other individuals and are only redeemable for either personal or group education services provided by education entities or groups jointly approved by Canada and the Assembly of First Nations pursuant to terms and conditions to be developed by Canada and the Assembly of First Nations. Similar sets of terms and conditions will be developed by Canada and Inuit Representatives for Eligible CEP Recipients having received the CEP who are Inuit. In carrying out these discussions with the Assembly of First Nations and Inuit Representatives, Canada shall obtain input from counsel for the groups set out in Section 4.09(4)(d), (e), (f) and (g);

"Personal Representative" includes, if a person is deceased, an executor, administrator, estate trustee, trustee or liquidator of the deceased or, if the person is mentally incompetent, the tutor, committee, Guardian, curator of the person or the Public Trustee or their equivalent or, if the person is a minor, the person or party that has been appointed to administer his or her affairs or the tutor where applicable;

“Person Under Disability” means

(1) a minor as defined by that person’s Province or Territory of residence; or

(2) a person who is unable to manage or make reasonable judgments or decisions in respect of their affairs by reason of mental incapacity and for whom a Personal Representative has been appointed;

“Pilot Project” means the dispute resolution projects set out in Schedule “T” of this Agreement;

“RACs” means the Regional Administration Committees as set out in Article Four of this Agreement;

“Releasees” means, jointly and severally, individually and collectively, the defendants in the Class Actions and the defendants in the Cloud Class Action and each of their respective past and present parents, subsidiaries and related or affiliated entities and their respective employees, agents, officers, directors, shareholders, partners, principals, members, attorneys, insurers, subrogees, representatives, executors, administrators, predecessors, successors, heirs, transferees and assigns the definition and also the entities listed in Schedules “B”, “C”, “G” and “H” of this Agreement.

“Trustee” means Her Majesty in right of Canada as represented by the incumbent Ministers from time to time responsible for Indian Residential

Schools Resolution and Service Canada. The initial Representative Ministers will be the Minister of Canadian Heritage and Status of Women and the Minister of Human Resources Skills Development, respectively.

1.02 Headings

The division of this Agreement into Articles, Sections and Schedules and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “herein”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement.

1.03 Extended Meanings

In this Agreement, words importing the singular number include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term “including” means “including without limiting the generality of the foregoing”.

1.04 No Contra Proferentem

The Parties acknowledge that they have reviewed and participated in settling

the terms of this Agreement and they agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties is not applicable in interpreting this Agreement.

1.05 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as enacted on the date hereof or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.06 Day For Any Action

Where the time on or by which any action required to be taken hereunder expires or falls on a day that is not a Business Day, such action may be done on the next succeeding day that is a Business Day.

1.07 When Order Final

For the purposes of this Agreement a judgment or order becomes final when the time for appealing or seeking leave to appeal the judgment or order has expired without an appeal being taken or leave to appeal being sought or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

1.08 Currency

All references to currency herein are to lawful money of Canada.

1.09 Schedules

The following Schedules to this Agreement are incorporated into and form part of it by this reference as fully as if contained in the body of this Agreement:

Schedule A – CEP Application Form
Schedule B – Dioceses of the Anglican Church
Schedule C – Roman Catholic Entities
Schedule D – Independent Assessment Process
Schedule E – Residential Schools
Schedule F – Additional Residential Schools
Schedule G – Anglican Releasees
Schedule H – Catholic Releasees
Schedule I – Trust Agreement
Schedule J – Commemoration Policy Directive
Schedule K – Settlement Notice Plan
Schedule L – Process Flow Chart
Schedule M – Funding Agreement between the Aboriginal Healing Foundation and Canada
Schedule N – Mandate for Truth and Reconciliation Commission
Schedule O-1 – The Presbyterian Church Entities in Canada Agreement
Schedule O-2 – The Anglican Entities Agreement

Schedule O-3 – The Catholic Entities Church Agreement

Schedule O-4 – The United Church of Canada Agreement

Schedule P – IAP Full and Final Release

Schedule Q – Treasury Board Travel Directive

Schedule R – No Prejudice Commitment Letter

Schedule S – National Certification Committee Members

Schedule T – Pilot Projects

Schedule U – IAP Working Group Members

Schedule V – Agreement Between the Government of Canada and the Merchant Law Group Respecting the Verification of Legal Fees

1.10 No Other Obligations

It is understood that Canada will not have any obligations relating to the CEP, IAP, truth and reconciliation, commemoration, education and healing except for the obligations and liabilities as set out in this Agreement.

ARTICLE TWO
EFFECTIVE DATE OF AGREEMENT

2.01 Date when Binding and Effective

This Agreement will become effective and be binding on and after the Implementation Date on all the Parties including the Class Members and Cloud Class Members subject to Section 4.14. The Cloud Class Action Approval Order and each Approval Order will constitute approval of this Agreement in respect of all Class Members and Cloud Class Members

residing in the province or territory of the Court which made the Approval Order, or who are deemed to be subject to such Approval Order pursuant to Section 4.04 of this Agreement. No additional court approval of any payment to be made to any Class Member or Cloud Class Member will be necessary.

2.02 Effective in Entirety

None of the provisions of this Agreement will become effective unless and until the Courts approve all the provisions of this Agreement, except that the fees and disbursements of the NCC will be paid in any event.

ARTICLE THREE
FUNDING

3.01 CEP Funding

(1) Canada will provide the Designated Amount to the legal representatives of the Class Members and the Cloud Class Members in trust on the Implementation Date. The Class Members and the Cloud Class Members agree that, contemporaneous with the receipt of the Designated Amount by their legal representatives, the Class Members and Cloud Class Members irrevocably direct the Designated Amount, in its entirety, be paid to the Trustee.

(2) The Parties agree that the Designated Amount Fund will be held

and administered by the Trustee as set out in the Trust Agreement attached as Schedule "I" of this Agreement.

3.02 Healing Funding

On the Implementation Date Canada will transfer one hundred and twenty-five million dollars ($125,000,000.00) as an endowment for a five year period to the Aboriginal Healing Foundation in accordance with Article Eight (8) of this Agreement. After the Implementation Date the only obligations and liabilities of Canada with respect to healing funding are those set out in this Agreement.

3.03 Truth and Reconciliation Funding

(1) Canada will provide sixty million dollars ($60,000,000.00) in two instalments for the establishment and work of the Commission. Two million dollars ($2,000,000.00) will be available on the Approval Date to begin start-up procedures in advance of the establishment of the Commission. The remaining fifty-eight million dollars ($58,000,000.00) will be transferred within thirty (30) days of the approval of the Commission's budget by Canada. After the date of the final transfer, Canada will have no further obligations or liabilities with respect to truth and reconciliation funding except as set out in this Agreement.

(2) Canada will appoint an interim Executive Director to begin

start-up procedures for the Commission. The interim Executive Director may make reports to the NCC. The interim Executive Director will be appointed as soon as practicable after the Approval Date. That appointment will remain effective until the appointment of the Commissioners. Canada will assume responsibility for the salary of the Executive Director Position during this interim period.

3.04 Commemoration Funding

The funding for commemoration will be twenty million dollars ($20,000,000.00) for both national commemorative and community-based commemorative projects. The funding will be available in accordance with the Commemoration Policy Directive, attached as Schedule "J". For greater certainty, funding under this Section 3.04 includes funding previously authorized in the amount of ten million dollars ($10,000,000) for commemoration events. This previously authorized amount of ten million dollars ($10,000,000) will not be available until after the Implementation Date. After the Implementation Date the only obligations and liabilities of Canada with respect to commemoration funding are those set out in this Agreement.

3.05 IAP Funding

Canada will fund the IAP to the extent sufficient to ensure the full and timely implementation of the provisions set out in Article Six (6) of this Agreement.

3.06 Social Benefits

(1) Canada will make its best efforts to obtain the agreement of the provinces and territories that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature or duration of any social benefits or social assistance benefits payable to a Class Member or a Cloud Class Member pursuant to any legislation of any province or territory of Canada.

(2) Canada will make its best efforts to obtain the agreement of the necessary Federal Government Departments that the receipt of any payments pursuant to this Agreement will not affect the quantity, nature or duration of any social benefits or social assistance benefits payable to a Class Member or a Cloud Class Member pursuant to any social benefit programs of the Federal Government such as old age security and Canada Pension Plan.

3.07 Family Class Claims

The Parties agree and acknowledge that the programmes described in Sections 3.02, 3.03 and 3.04 will be available for the benefit of the Cloud Class Members and all Class Members including the family class defined in the Class Actions.

ARTICLE FOUR
IMPLEMENTATION OF THIS AGREEMENT

4.01 Class Actions

The Parties agree that all existing class action statements of claim and representative actions, except the Cloud Class Action, filed against Canada in relation to Indian Residential Schools in any court in any Canadian jurisdiction except the Federal Court of Canada (the "original claims") will be merged into a uniform omnibus Statement of Claim in each jurisdiction (the "Class Actions"). The omnibus Statement of Claim will name all plaintiffs named in the original claims and will name as Defendants, Canada and the Church Organizations.

4.02 Content of Class Actions

(1) The Class Actions will assert common causes of action encompassing and incorporating all claims and causes of action asserted in the original claims.

(2) Subject to Section 4.04, the Class Actions will subsume all classes contained in the original claims with such modification as is necessary to limit the scope of the classes and subclasses certified by each of the Courts to the provincial or territorial boundaries of that Court save and except the Aboriginal Sub-class as set out and defined in the *Fontaine v. Attorney General*

of Canada, (05-CV-294716 CP) proposed class action filed in the Ontario Superior Court of Justice on August 5, 2005 which will not be asserted in the Class Actions.

4.03 Consent Order

(1) The Parties will consent to an order in each of the Courts amending and merging the original claims as set out in Section 4.01 and 4.02 of this Agreement.

(2) For greater certainty, the order consented to in the Ontario Superior Court of Justice will not amend **or** merge the Cloud Class Action.

4.04 Class Membership

Class membership in each of the Class Actions will be determined by reference to the province or territory of residence of each Class Member on the Approval Date save and except**:**

(a) residents of the provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick and Prince Edward Island, and;

(b) International Residents,

who are be deemed to be members of the Ontario Class.

4.05 Consent Certification

(1) The Parties agree that concurrent with the applications referred to in Section 4.03, applications will be brought in each of the Courts for consent certification of each of the Class Actions for the purposes of Settlement in accordance with the terms of the Agreement.

(2) Consent certification will be sought on the express condition that each of the Courts, pursuant to the applications for consent certification under Section 4.05(1), certify on the same terms and conditions; including the terms and conditions set out in Section 4.06 save and except for the variations in class and subclass membership set out in Sections 4.02 and 4.04 of this Agreement.

4.06 Approval Orders

Approval Orders will be sought:

(a) incorporating by reference this Agreement in its entirety;

(b) ordering and declaring that such orders are binding on all Class Members, including Persons Under Disability, unless they opt out or are deemed to have opted out on or before the expiry of the Opt Out Periods;

(c) ordering and declaring that on the expiry of the Opt Out Periods all pending actions of all Class Members, other than the Class Actions, relating to Indian Residential Schools, which have been filed in any court in any Canadian jurisdiction against Canada or the Church Organizations, except for any pending actions in Quebec which have not been voluntarily discontinued by the expiry of the Opt Out Period**,** will be deemed to be dismissed without costs unless the individual has opted out, or is deemed to have opted out on or before the expiry of the Opt Out Periods.

(d) ordering and declaring that on the expiry of the Opt Out Periods all class members, unless they have opted out or are deemed to have opted out on or before the expiry of the Opt Out Periods, have released each of the defendants and Other Released Church Organizations from any and all actions they have, may have had or in the future may acquire against any of the defendants and Other Released Church Organizations arising in relation to an Indian Residential School or the operation of Indian Residential Schools.

(e) ordering and declaring that in the event the number of Eligible CEP Recipients opting out or deemed to have opted out under the Approval Orders exceeds five thousand (5000), this Agreement will be rendered void and the Approval Orders set aside in their entirety subject only to the right of Canada, in its

sole discretion, to waive compliance with Section 4.14 of this Agreement.

(f) ordering and declaring that on the expiration of the Opt Out Periods all Class Members who have not opted out have agreed that they will not make any claim arising from or in relation to an Indian Residential School or the operation of Indian Residential Schools against any person who may in turn claim against any of the defendants or Other Released Church Organizations.

(g) ordering and declaring that the obligations assumed by the defendants under this Agreement are in full and final satisfaction of all claims arising from or in relation to an Indian Residential School or the operation of Indian Residential Schools of the Class Members and that the Approval Orders are the sole recourse on account of any and all claims referred to therein.

(h) ordering and declaring that the fees and disbursements of all counsel participating in this Agreement are to be approved by the Courts on the basis provided in Articles Four (4) and Thirteen (13) of this Agreement, except that the fees and disbursements of the NCC and the IAP Working Group will be paid in any event.

(i) ordering and declaring that notwithstanding Section 4.06(c), (d)

and (f), a Class Member who on or after the fifth anniversary of the Implementation Date had never commenced an action other than a class action in relation to an Indian Residential School or the operation of Indian Residential Schools, participated in a Pilot Project, applied to the DR Model, or applied to the IAP, may commence an action for any of the Continuing Claims within the jurisdiction of the court in which the action is commenced. For greater certainty, the rules, procedures and standards of the IAP are not applicable to such actions.

(j) ordering and declaring that where an action permitted by Section 4.06(i) is brought, the deemed release set out in Section 11.01 is amended to the extent necessary to permit the action to proceed only with respect to Continuing Claims.

(k) ordering and declaring that for an action brought under Section 4.06(i) all limitations periods will be tolled, and any defences based on laches or delay will not be asserted by the Parties with regard to a period of five years from the Implementation Date.

(l) ordering and declaring that notwithstanding Section 4.06(d) no action, except for Family Class claims as set out in the Class Actions and the Cloud Class Action, capable of being brought by a Class Member or Cloud Class Member will be released where such an action would be released only by virtue of being a member of a Family Class in the Class Actions or the Cloud Class Action.

4.07 Cloud Class Action Approval Order

There will be a separate approval order in relation to the Cloud Class Action which will be, in all respects save as to class membership and Section 17.02 of this Agreement, in the same terms and conditions as the Approval Orders referred to herein.

4.08 Notice

(1) The parties agree that the NCC will implement the Residential Schools Class Action Litigation Settlement Notice Plan prepared by Hilsoft Notifications and generally in the form attached as Schedule “K”.

(2) The NCC will develop a list of counsel with active Indian Residential Schools claims and who agree to be bound by the terms of this Agreement, before the Approval date, which will be referenced in the written materials and website information of the notice program.

(3) The legal notice will include an opt out coupon which will be returnable to a Post Office Box address at Edmonton, Alberta.

(4) There will be a “1-800” number funded by Canada which will provide scripted information concerning the settlement. The information will convey a statement to the effect that although

there is no requirement to do so, Class Members may wish to consult a lawyer.

4.09 National Certification Committee

(1) The Parties agree to the establishment of a NCC with a mandate to:

a) designate counsel having carriage in respect of drafting the consent certification documents and obtaining consent certification and approval of this Agreement;

b) provide input to and consult with Trustee on the request of Trustee;

c) obtain consent certification and approval of the Approval Orders in the Courts on the express condition that the Courts all certify on the same terms and conditions.

d) exercise all necessary powers to fulfill its functions under the Independent Assessment Process.

(2) The NCC will have seven (7) members with the intention that decisions will be made by consensus.

(3) Where consensus can not be reached, a majority of five (5) of the seven (7) members is required.

(4) The composition of the NCC will be one (1) counsel from each of the following groups:

a) Canada;
b) Church Organizations;
c) Assembly of First Nations;
d) The National Consortium;
e) Merchant Law Group;
f) Inuit Representatives; and
g) Independent Counsel

(5) The NCC will be dissolved on the Implementation Date.

(6) Notwithstanding Section 4.09(4) the Church Organizations may designate a second counsel to attend and participate in meetings of the NCC. Designated second counsel will not participate in any vote conducted under Section 4.09(3).

4.10 Administration Committees

(1) In order to implement the Approval Orders the Parties agree to the establishment of administrative committees as follows:

a) one National Administration Committee ("NAC"); and

b) three Regional Administration Committees ("RACs").

(2) Notwithstanding Section 4.10(1) neither the NAC nor the RAC's will meet or conduct any business whatsoever prior to the Implementation Date, unless Canada agrees otherwise.

4.11 National Administration Committee

(1) The composition of the NAC will be one (1) representative counsel from each of the groups set out at section 4.09(4):

(2) The first NAC member from each group will be named by that group on or before the execution of this Agreement.

(3) Each NAC member may name a designate to attend meetings of the NAC and act on their behalf and the designate will have the powers, authorities and responsibilities of the NAC member while in attendance.

(4) Upon the resignation, death or expiration of the term of any NAC member or where the Court otherwise directs in accordance with 4.11(6) of this Agreement, a replacement NAC member will be named by the group represented by that member.

(5) Membership on the NAC will be for a term of two (2) years.

(6) In the event of any dispute related to the appointment or service

of an individual as a member of the NAC, the affected group or individual may apply to the court of the jurisdiction where the affected individual resides for advice and directions.

(7) The Parties agree that Canada will not be liable for any costs associated with an application contemplated in Section 4.11(6) that relates to the appointment of an individual as a member of the NAC.

(8) No NAC member may serve as a member of a RAC or as a member of the Oversight Committee during their term on the NAC.

(9) Decisions of the NAC will be made by consensus and where consensus can not be reached, a majority of five (5) of the seven (7) members is required to make any decision. In the event that a majority of five (5) members can not be reached the dispute may be referred by a simple majority of four (4) NAC members to the Appropriate Court in the jurisdiction where the dispute arose by way of reference styled as *In Re Residential Schools*.

(10) Notwithstanding Section 4.11(9), where a vote would increase the costs of the Approval Orders whether for compensation or procedural matters, the representative for Canada must be one (1) of the five (5) member majority.

(11) There will not be reference to the Courts for any dispute arising under Section 4.11(10**)**.

(12) The mandate of the NAC is to:

(a) interpret the Approval Orders;

(b) consult with and provide input to the Trustee with respect to the Common Experience Payment;

(c) ensure national consistency with respect to implementation of the Approval Orders to the greatest extent possible;

(d) produce and implement a policy protocol document with respect to implementation of the Approval Orders;

(e) produce a standard operating procedures document with respect to implementation of the Approval Orders;

(f) act as the appellate forum from the RACs;

(g) review the continuation of RACs as set out in Section 4.13;

(h) assume the RACs mandate in the event that the RACs cease to operate pursuant to Section 4.13;

(i) hear applications from the RACs arising from a dispute

related to the appointment or service of an individual as a member of the RACs;

(j) review and determine references from the Truth and Reconciliation Commission made pursuant to Section 7.01(2) of this Agreement or may, without deciding the reference, refer it to any one of the Courts for a determination of the matter;

(k) hear appeals from an Eligible CEP Recipient as set out in Section 5.09(1) and recommend costs as set out in Section 5.09(3) of this Agreement;

(l) apply to any one of the Courts for determination with respect to a refusal to add an institution as set out in Section 12.01 of this Agreement;

(m) retain and instruct counsel as directed by Canada for the purpose of fulfilling its mandate as set out in Sections 4.11(12)(j),(l) and(q) and Section 4.11(13) of this Agreement;

(n) develop a list of counsel with active Indian Residential Schools claims who agree to be bound by the terms of this Agreement as set out in Section 4.08(5) of this Agreement;

(o) exercise all the necessary powers to fulfill its functions

under the IAP;

(p) request additional funding from Canada for the IAP as set out in Section 6.03(3) of this Agreement;

(q) apply to the Courts for orders modifying the IAP as set out in Section 6.03(3) of this Agreement.

(r) recommend to Canada the provision of one additional notice of the IAP Application Deadline to Class Members and Cloud Class Members in accordance with Section 6.04 of this Agreement.

(13) Where there is a disagreement between the Trustee and the NAC, with respect to the terms of the Approval Orders the NAC or the Trustee may refer the dispute to the Appropriate Court in the jurisdiction where the dispute arose by way of reference styled as *In Re Residential Schools.*

(14) Subject to Section 6.03(3), no material amendment to the Approval Orders can occur without the unanimous consent of the NAC ratified by the unanimous approval of the Courts.

(15) Canada's representative on the NAC will serve as Secretary of the NAC.

(16) Notwithstanding Section 4.11(1) the Church Organizations may

designate a second counsel to attend and participate in meetings of the NAC. Designated second counsel will not participate in any vote conducted under Section 4.11(9).

4.12 Regional Administration Committees

(1) One (1) RAC will operate for the benefit of both the Class Members, as defined in Section 4.04, and Cloud Class Members in each of the following three (3) regions:

a) British Columbia, Alberta, Northwest Territories and the Yukon Territory;

b) Saskatchewan and Manitoba; and

c) Ontario, Quebec and Nunavut.

(2) Each of the three (3) RACs will have three (3) members chosen from the four (4) plaintiff's representative groups set out in Sections 4.09**(**4)(d),(e),(f) and (g) of this Agreement.

(3) Initial members of each of the three (3) RAC's will be named by the groups set out in sections 4.09(4)(d),(e),(f) and(g) of this Agreement on or before the execution of this Agreement and Canada will be advised of the names of the initial members.

(4) Upon the resignation, death or expiration of the term of any

RAC member or where the Court otherwise directs in accordance with 4.12(7) of this Agreement, a replacement RAC member will be named by the group represented by that member.

(5) Membership on each of the RACs will be for a two (2) year term.

(6) Each RAC member may name a designate to attend meetings of the RAC and the designate will have the powers, authorities and responsibilities of the RAC member while in attendance.

(7) In the event of any dispute related to the appointment or service of an individual as a member of the RAC, the affected group or individual may apply to the NAC for a determination of the issue.

(8) No RAC member may serve as a member of the NAC or as a member of the Oversight Committee during their term on a RAC.

(9) Each RAC will operate independently of the other RACs. Each RAC will make its decisions by consensus among its three members. Where consensus can not be reached, a majority is required to make a decision.

(10) In the event that an Eligible CEP Recipient, a member of a

RAC, or a member of the NAC is not satisfied with a decision of a RAC that individual may submit the dispute to the NAC for resolution.

(11) The RACs will deal only with the day-to-day operational issues relating to implementation of the Approval Orders arising within their individual regions which do not have national significance. In no circumstance will a RAC have authority to review any decision related to the IAP.

4.13 Review by NAC

Eighteen months following the Implementation Date, the NAC will consider and determine the necessity for the continuation of the operation of any or all of the 3 RACs provided that any determination made by the NAC must be unanimous.

4.14 Opt Out Threshold

In the event that the number of Eligible CEP Recipients opting out or deemed to have opted out under the Approval Orders exceeds five thousand (5,000), this Agreement will be rendered void and the Approval Orders set aside in their entirety subject only to the right of Canada, in its sole discretion, to waive compliance with this Section of this Agreement. Canada has the right to waive compliance with this Section of the Agreement until thirty (30) days after the end of the Opt Out Periods.

4.15 Federal Court Actions Exception

The Parties agree that both the *Kenneth Sparvier et al. v. Attorney General of Canada* proposed class action filed in the Federal Court on May 13, 2005 as Court File Number: T 848-05, and the *George Laliberte et al v. Attorney General of Canada* proposed class action filed in the Federal Court on September 23, 2005 as Court File Number: T-1620-05, will be discontinued without costs on or before the Implementation Date.

ARTICLE FIVE
COMMON EXPERIENCE PAYMENT

5.01 CEP

Subject to Sections 17.01 and 17.02, the Trustee will make a Common Experience Payment out of the Designated Amount Fund to every Eligible CEP Recipient who submits a CEP Application provided that:

(1) the CEP Application is submitted to the Trustee in accordance with the provisions of this Agreement;

(2) the CEP Application is received prior to the CEP Application Deadline;

(3) the CEP Application is validated in accordance with the provisions of this Agreement; and

(4) the Eligible CEP Recipient was alive on May 30, 2005.

5.02 Amount of CEP

The amount of the Common Experience Payment will be:

(1) ten thousand dollars ($10,000.00) to every Eligible CEP Recipient who resided at one or more Indian Residential Schools for one school year or part thereof; and

(2) an additional three thousand ($3,000.00) to every eligible CEP Recipient who resided at one or more Indian Residential Schools for each school year or part thereof, after the first school year; and

(3) less the amount of any advance payment on the CEP received

5.03 Interest on Designated Amount Fund

Interest on the assets of the Designated Amount Fund will be earned and paid as provided in Order in Council P.C. 1970-300 of February 17, 1970 made pursuant to section 21(2) of the Financial Administration Act as set out in the Trust Agreement attached as Schedule "I"**.**

5.04 CEP Application Process

(1) No Eligible CEP Recipient will receive a CEP without

submitting a CEP Application to the Trustee.

(2) The Trustee will not accept a CEP Application prior to the Implementation Date or after the CEP Application Deadline.

(3) Notwithstanding Sections 5.01(2) and 5.04(2) of this Agreement, where the Trustee is satisfied that an Eligible CEP Recipient is a Person Under Disability on the CEP Application Deadline or was delayed from delivering a CEP Application on or before the CEP Application Deadline as prescribed in Section 5.04(2) as a result of undue hardship or exceptional circumstances, the Trustee will consider the CEP Application filed after the CEP Application Deadline, but in no case will the Trustee consider a CEP Application filed more than one year after the CEP Application Deadline unless directed by the Court.

(4) No person may submit more than one (1) CEP Application on his or her own behalf.

(5) Where an Eligible CEP Recipient does not submit a CEP Application as prescribed in this Section 5.04 that Eligible CEP Recipient will not be entitled to receive a Common Experience Payment and any such entitlement will be forever extinguished.

(6) The Trustee will process all CEP Applications substantially in accordance with Schedule “L” attached hereto. All CEP

Applications will be subject to verification.

(7) The Trustee will give notice to an Eligible CEP Recipient of its decision in respect of his or her CEP Application within 60 days of the decision being made.

(8) A decision of the Trustee is final and binding upon the claimant and the Trustee, subject only to the CEP Appeal Procedure set out in Section 5.09 of this Agreement.

(9) The Trustee agrees to make all Common Experience Payments as soon as practicable.

5.05 Review and Audit to Determine Holdings

(1) The Trustee will review the Designated Amount Fund on or before the first anniversary of the Implementation Date and from time to time thereafter to determine the sufficiency of the Designated Amount Fund to pay all Eligible CEP Recipients who have applied for a CEP as of the date of the review.

(2) The Trustee will audit the Designated Amount Fund within twelve (12) months following the CEP Application Deadline to determine the balance held in that fund on the date of the audit.

5.06 Insufficiency of Designated Amount

In the event that a review under Section 5.05(1) determines that the Designated Amount Fund is insufficient to pay all Eligible CEP Recipients who have applied, as of the date of the review, to receive the Common Experience Payment to which they are entitled, Canada will add an amount sufficient to remedy any deficiency in this respect within 90 days of being notified of the deficiency by the Trustee.

5.07 Excess Designated Amount

(1) If the audit under Section 5.05(2) determines that the balance in the Designated Amount Fund exceeds the amount required to make the Common Experience Payment to all Eligible CEP Recipients who have applied before the CEP Application Deadline by more than forty million dollars ($40,000,000.00), the excess will be apportioned *pro rata* to all those who received a Common Experience Payment to a maximum amount of three thousand dollars ($3,000.00) per person in the form of Personal Credits.

(2) After the payment of the maximum amount of Personal Credits to all Eligible CEP Recipients who have received the CEP, including payment of all administration costs related thereto, all excess funds remaining in the Designated Amount Found will be transferred to the National Indian Brotherhood Trust Fund (NIBTF) and to the Inuvialuit Education Foundation (IEF),

consistent with applicable Treasury Board policies, in the proportion set out in Section 5.07(5). The monies so transferred shall be used for educational programs on terms and conditions agreed between Canada and NIBTF and IEF, which terms and conditions shall ensure fair and reasonable access to such programs by all class members including all First Nations, Inuit, Inuvialuit and Métis persons. In carrying out its discussions with NIBTF and IEF, Canada shall obtain input from counsel for the groups set out in Section 4.09(d), (e), (f) and (g).

(3) If the audit under Section 5.05(2) determines that the balance in the Designated Amount Fund exceeds the amount required to make Common Experience Payments to all Eligible CEP Recipients who have applied before the CEP Application Deadline by less than forty million dollars ($40,000,000.00), there will be no entitlement to Personal Credits, and the excess will be transferred to the NIBTF and IEF in the proportions set out in Section 5.07(5) for the same purposes and on the same terms and conditions set out in Section 5.07(2).

(4) Any and all amounts remaining in the Designated Amount Fund on January 1, 2015 will be paid to the NIBTF and the IEF in the proportions set out in Section 5.07(5) for the same purposes and on the same terms and conditions set out in Section 5.07(2).

(5) Funds in the Designated Amount Fund shall be transferred to

the NIBTF and the IEF respectively proportionately based on the total number of Eligible CEP Recipients other than Inuit and Inuvialuit who have received the CEP in the case of the NIBTF and the total number of Inuit and Inuvialuit Eligible CEP Recipients who have received the CEP in the case of the IEF.

5.08 CEP Administrative Costs

(1) It is agreed that Canada will assume all internal administrative costs relating to the CEP and its distribution.

(2) It is agreed that all internal administrative costs relating to the Personal Credits and their distribution will be paid from the Designated Amount Fund.

5.09 CEP Appeal Procedure

(1) Where a claim made in a CEP Application has been denied in whole or in part, the applicant may appeal the decision to the NAC for a determination.

(2) In the event the NAC denies the appeal in whole or in part the applicant may apply to the Appropriate Court for a determination of the issue.

(3) The NAC may recommend to Canada that the costs of an appeal under Section 5.09(1) be borne by Canada. In

exceptional circumstances, the NAC may apply to the Appropriate Court for an order that the costs of an appeal under Section 5.09(1) be borne by Canada.

ARTICLE SIX
INDEPENDENT ASSESSMENT PROCESS

6.01 IAP

An Independent Assessment Process will be established as set out in Schedule “D” of this Agreement.

6.02 IAP Application Deadline

(1) Applications to the IAP will not be accepted prior to the Implementation Date or after the IAP Application Deadline.

(2) Where an Eligible IAP Claimant does not submit an IAP Application as prescribed in this Section 6.02(1) that Eligible IAP Claimant will not be admitted to the IAP and any such entitlement to make a claim in the IAP will be forever extinguished.

(3) All applications to the IAP which have been delivered prior to the IAP Application Deadline will be processed within the IAP as set out in Schedule “D” of this Agreement.

6.03 Resources

(1) The parties agree that Canada will provide sufficient resources to the IAP to ensure that:

a) Following the expiry of a six month start-up period commencing on the Implementation Date:

(i) Continuing Claims which have been screened into the IAP will be processed at a minimum rate of two-thousand five-hundred (2500) in each twelve (12) month period thereafter; and

(ii) the Claimant in each of those two-thousand five hundred (2500) Continuing Claims will be offered a hearing date within nine months of their application being screened-in. The hearing date will be within the nine month period following the claim being screened-in, or within a reasonable period of time thereafter, unless the claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.

b) Notwithstanding Section 6.03(1)(a), all IAP claimants whose applications have been screened into the IAP as of the eighteen (18) month anniversary of the Implementation

Date will be offered a hearing date before the expiry of a further nine month period or within a reasonable period of time thereafter, unless the claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.

c) All IAP claimants screened-in after the eighteen (18) month anniversary of the Implementation Date will be offered a hearing within nine (9) months of their claim being screened in. The hearing date will be within the nine month period following the claim being screened-in, or within a reasonable period of time thereafter, unless the claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.

d) For greater certainty, all IAP Applications filed before the expiration of the IAP Application Deadline will be processed prior to the six (6) year anniversary of the Implementation Date unless a claimant's failure to meet one or more of the requirements of the IAP frustrates compliance with that objective.

(2) In the event that Continuing Claims are submitted at a rate that is less than two-thousand five hundred (2,500) per twelve month period, Canada will be required only to provide resources sufficient to process the Continuing Claims at the rate at which they are received, and within the timeframes set out in

Section 6.03 (1)(a) and (b) of this Agreement.

(3) Notwithstanding Article 4.11(11), in the event that Continuing Claims are not processed at the rate and within the timeframes set out in Section 6.03(1)(a) and (b) of this Agreement, the NAC may request that Canada provide additional resources for claims processing and, after providing a reasonable period for Canada's response, apply to the Courts for orders necessary to permit the realization of Section 6.03(1).

6.04 Notice of IAP Application Deadline

One additional notice of the IAP Application Deadline may be provided on the recommendation of the NAC to Canada.

ARTICLE SEVEN
TRUTH AND RECONCILIATION AND COMMEMORATION

7.01 Truth and Reconciliation

(1) A Truth and Reconciliation process will be established as set out in Schedule "N" of this Agreement.

(2) The Truth and Reconciliation Commission may refer to the NAC for determination of disputes involving document production, document disposal and archiving, contents of the

Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.

(3) Where the NAC makes a decision in respect of a dispute or disagreement that arises in respect of the Truth and Reconciliation Commission as contemplated in Section 7.01(2), either or both the Church Organization and Canada may apply to any one of the Courts for a hearing *de novo*.

7.02 Commemoration

Proposals for commemoration will be addressed in accordance with the Commemoration Policy Directive set out in Schedule “J” of this Agreement.

ARTICLE EIGHT
HEALING

8.01 Healing

(1) To facilitate access to healing programmes, Canada will provide the endowment to the Aboriginal Healing Foundation as set out in Section 3.02 on terms and conditions substantially similar to the draft attached hereto as Schedule “M”.

(2) On or before the expiry of the fourth anniversary of the

Implementation Date, Canada will conduct an evaluation of the healing initiatives and programmes undertaken by the Aboriginal Healing Foundation to determine the efficacy of such initiatives and programmes and recommend whether and to what extent funding should continue beyond the five year period.

8.02 Availability of Mental Health and Emotional Support Services

Canada agrees that it will continue to provide existing mental health and emotional support services and agrees to make those services available to those who are resolving a claim through the Independent Assessment Process or who are eligible to receive compensation under the Independent Assessment Process. Canada agrees that it will also make those services available to Common Experience Payment recipients and those participating in truth and reconciliation or commemorative initiatives.

ARTICLE NINE
CHURCH ORGANIZATIONS

9.01 The Parties agree that the Church Organizations will participate in this Agreement as set out herein and in accordance with the Agreements between Canada and the Church Organizations attached hereto in Schedules "O-1", The Presbyterian Church Agreement, Schedule "O-2", The Anglican Entities Agreement, Schedule "O-3", The Catholic Entities Agreement and Schedule "O-4", The United Church of Canada Agreement.

ARTICLE TEN
Duties of the Trustee

10.01 Trustee

In addition to the duties set out in the Trust Agreement, the Trustee's duties and responsibilities will be the following:

a) developing, installing and implementing systems and procedures for processing, evaluating and making decisions respecting CEP Applications which reflect the need for simplicity in form, expedition of payments and an appropriate form of audit verification, including processing the CEP Applications substantially in accordance with Schedule "L"of this Agreement;

b) developing, installing and implementing systems and procedures necessary to meet its obligations as set out in the Trust Agreement attached as Schedule "I" hereto;

c) developing, installing and implementing systems and procedures for paying out compensation for validated CEP Applications;

d) reporting to the NAC and the Courts respecting CEP Applications received and being administered and compensation paid;

e) providing personnel in such reasonable numbers as are required for the performance of its duties, and training and instructing them;

f) keeping or causing to be kept accurate accounts of its activities and its administration of the CEP, including payment of compensation under the CEP, preparing such financial statements, reports and records as are required by the NAC and the Courts, in form and content as directed by the Courts and submitting them to the Courts so often as the Courts direct;

g) receiving and responding to all enquiries and correspondence respecting the validation of CEP Applications, reviewing and evaluating all CEP Applications, making decisions in respect of CEP Applications, giving notice of its decisions in accordance with the provisions this Agreement and communicating with Eligible CEP Recipients, in either English or French, as the Eligible CEP Recipient elects;

h) receiving and responding to all enquiries and correspondence respecting payment of compensation for valid CEP Applications, and forwarding the compensation in accordance with the provisions of this Agreement and communicating with Eligible CEP Recipients, in either

English or French, as the Eligible CEP Recipient elects;

i) administering Personal Credits in accordance with Section 5.07 of this Agreement;

j) maintaining a database with all information necessary to permit the NAC and the Courts to evaluate the financial viability and sufficiency of the Designated Amount Fund from time to time, subject to applicable law; and,

k) such other duties and responsibilities as the Courts may from time to time by order direct.

ARTICLE ELEVEN
RELEASES

11.01 Class Member and Cloud Class Member Releases

(1) The Approval Orders will declare that in the case of Class Members and Cloud Class Members:

a) Each Class Member and Cloud Class Member has fully, finally and forever released each of the Releasees from any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including

for damages, contribution, indemnity, costs, expenses and interest which any such Class Member or Cloud Class Member ever had, now has, or may hereafter have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to an Indian Residential School or the operation of Indian Residential Schools and this release includes any such claim made or that could have been made in any proceeding including the Class Actions or the Cloud Class Action whether asserted directly by the Class Member or Cloud Class Member or by any other person, group or legal entity on behalf of or as representative for the Class Member or Cloud Class Member.

b) The Class Members and Cloud Class Members are deemed to agree that they will not make any claim or demand or take any actions or proceedings against any Releasee or any other person or persons in which any claim could arise against any Releasee for damages and/or contribution and/or indemnity and/or other relief over under the provisions of the *Negligence Act*, R.S.O. 1990, c. N-3, or its counterpart in other jurisdictions, the common law, Quebec civil law or any other statute of Ontario or any other jurisdiction in relation to an Indian Residential School or the operation of Indian Residential Schools;

c) Canada's, the Church Organizations' and the Other Released Church Organizations' obligations and liabilities under this Agreement constitute the consideration for the releases and other matters referred to in Section 11.01(a) and (b) inclusive and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Class Members or and Cloud Class Members are limited to the benefits provided and compensation payable pursuant to this Agreement, in whole or in part, as their only recourse on account of any and all such actions, causes of actions, liabilities, claims and demands.

(2) Notwithstanding Section 11.01(1), no action, except for Family Class claims as set out in the Class Actions and the Cloud Class Action, capable of being brought by a Class Member or Cloud Class Member will be released where such an action would be released only by virtue of being a member of a Family Class in the Class Actions or the Cloud Class Action.

11.02 Non-resident Claimant Releases

(1) The Approval Orders will order and declare that Non-resident Claimants on being accepted into the IAP, must execute a Release in the form set out in Schedule "P" of this Agreement.

(2) Nothing in Section 4.06 (c), (d) or (f) or Section 11.01(1)(a)

will prevent a Non-resident Claimant from pursuing his or her claim in the IAP.

(3) For greater certainty nothing in this Section 11.02 will prevent the bringing of an action contemplated in Section 4.06(i) and (j) of this Agreement.

11.03 Claims by Opt Outs and Others

If any person not bound by this Agreement claims over or brings a third party claim, makes any claim or demand or takes any action or proceeding against any defendant named in the Class Actions or the Cloud Class Action arising in relation to an Indian Residential School or the operation of Indian Residential Schools, no amount payable by any defendant named in the Class Actions of the Cloud Class Action to that person will be paid out of the Designated Amount Fund.

11.04 Cessation of litigation

(1) Upon execution of this Agreement, the representative plaintiffs named in the Class Actions and the Cloud Class Action, and counsel from each of the groups set out in Section 4.09(4)(c), (d), (e), (f) and (g) will cooperate with the defendants named in the Class Actions and in the Cloud Class Action to obtain approval of this Agreement and general participation by Class Members and Cloud Class Members and Non-resident Claimants in all aspects of the Agreement.

(2) Each counsel from each of the groups set out in section 4.09(4)(c), (d), (e), (f) and (g) will undertake, within five days after the Approval Date, not to commence or assist or advise on the commencement or continuation of any actions or proceedings calculated to or having the effect of undermining this Agreement against any of the Releasees, or against any person who may claim contribution or indemnity from any of the Releasees in any way relating to or arising from any claim which is subject to this Agreement, provided that nothing in the Agreement will prevent any counsel from advising any person whether to opt out of the Class Actions and to continue to act for that person.

ARTICLE TWELVE
ADDITIONAL INDIAN RESIDENTIAL SCHOOLS

12.01 Request to Add Institution

(1) Any person or organization (the "Requestor") may request that an institution be added to Schedule "F", in accordance with the criteria set out in Section 12.01(2) of this Agreement, by submitting the name of the institution and any relevant information in the Requestor's possession to Canada;

(2) The criteria for adding an institution to Schedule "F" are:

a) The child was placed in a residence away from the family home by or under the authority of Canada for the purposes of education; and,

b) Canada was jointly or solely responsible for the operation of the residence and care of the children resident there.

(3) Indicators that Canada was jointly or solely responsible for the operation of the residence and care of children there include, but are not limited to, whether:

a) The institution was federally owned;

b) Canada stood as the parent to the child;

c) Canada was at least partially responsible for the administration of the institution;

d) Canada inspected or had a right to inspect the institution; or,

e) Canada did or did not stipulate the institution as an IRS.

(4) Within 60 days of receiving a request to add an institution to Schedule “F”, Canada will research the proposed institution and determine whether it is an Indian Residential School as defined in this Agreement and will provide both the Requestor and the NAC with:

a) Canada's decision on whether the institution is an Indian Residential School;

b) Written reasons for that decision; and

c) A list of materials upon which that decision was made;

provided that Canada may ask the Requestor for an extension of time to complete the research.

(5) Should either the Requestor or the NAC dispute Canada's decision to refuse to add a proposed institution, the Requestor may apply to the Appropriate Court, or the NAC may apply to the court of the province or territory where the Requestor resides for a determination.

(6) Where Canada adds an institution to Schedule "F" under Section 12.01(4), Canada may provide the Requestor with reasonable legal costs and disbursements.

ARTICLE THIRTEEN
LEGAL FEES

13.01 Legal Fees

Canada agrees to compensate legal counsel in respect of their legal fees as

set out herein.

13.02 Negotiation Fees (July 2005 – November 20, 2005)

(1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, who attended the settlement negotiations beginning July 2005 leading to the Agreement in Principle for time spent up to the date of the Agreement in Principle in respect of the settlement negotiations at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable except that no amount is payable under this Section 13.02(1) for fees previously paid directly by OIRSRC.

(2) All legal fees payable under Section 13.02(1) will be paid no later than 60 days after the Implementation Date.

13.03 Fees to Complete Settlement Agreement (November 20, 2005 – Execution of Settlement Agreement)

(1) Canada agrees to pay each lawyer, other than lawyers representing the Church Organizations, for time spent between November 20, 2005 and the date of execution of this Agreement in respect of finalizing this Agreement at each lawyer's normal hourly rate, plus reasonable disbursements and GST and PST, if applicable except that no amount is payable under this Section 13.03(1) for fees previously paid directly by OIRSRC.

(2) No fees will be payable under Section 13.03(1) for any work compensated under Section 13.04 of this Agreement.

(3) All legal fees payable under Section 13.03(1) will be paid no later than 60 days after the Implementation Date.

13.04 Fees Accrued after November 20, 2005 (NCC Fees)

(1) Legal fees payable to legal counsel from November 20, 2005 forward will be paid in accordance with the terms set out in Section 13.10(1)(2)(4) and (5) of this Agreement.

(2) Subject to 13.07, all legal fees payable under Section 13.06 and 13.08 will be paid no later than 60 days after the Implementation Date.

13.05 No Fees on CEP Payments

No lawyer or law firm that has signed this Settlement Agreement or who accepts a payment for legal fees from Canada, pursuant to Sections 13.06 or 13.08, will charge an Eligible CEP Recipient any fees or disbursements in respect of the Common Experience Payment.

13.06 Fees Where Retainer Agreements

Each lawyer who had a retainer agreement or a substantial solicitor-client

relationship (a “Retainer Agreement”) with an Eligible CEP Recipient as of May 30, 2005, will be paid an amount equal to the lesser of:

a) the amount of outstanding Work-in-Progress as of the date of the Agreement in Principle in respect of that Retainer Agreement and

b) $4,000, plus reasonable disbursements, and GST and PST, if applicable,

and will agree that no other or further fee will be charged with respect to the CEP.

13.07 Proof of Fees

In order to receive payment pursuant to Section 13.06 of this Agreement, each lawyer will provide to OIRSRC a statutory declaration that attests to the number of Retainer Agreements he or she had with Eligible CEP Recipients as of May 30, 2005 and the amount of outstanding Work-in-Progress in respect of each of those Retainer Agreements as docketed or determined by review. OIRSRC will review these statutory declarations within 60 days of the Implementation Date and will rely on these statutory declarations to verify the amounts being paid to lawyers and will engage in such further verification processes with individual lawyers as circumstances require with the consent of the lawyers involved, such consent not to be unreasonably withheld.

13.08 The National Consortium and the Merchant Law Group Fees

(1) The National Consortium will be paid forty million dollars ($40,000,000.00) plus reasonable disbursements, and GST and PST, if applicable, in recognition of the substantial number of Eligible CEP Recipients each of them represents and the class action work they have done on behalf of Eligible CEP Recipients**.** Any lawyer who is a partner of, employed by or otherwise affiliated with a National Consortium member law firm is not entitled to the payments described in Section 13.02 and 13.06 of this Agreement.

(2) The fees of the Merchant Law Group will be determined in accordance with the provisions of the Agreement in Principle executed November 20, 2005 and the Agreement between Canada and the Merchant Law Group respecting verification of legal fees dated November 20, 2005 attached hereto as Schedule "V", except that the determination described in paragraph 4 of the latter Agreement, will be made by Justice Ball, or, if he is not available, another Justice of the Court of Queen's Bench of Saskatchewan, rather than by an arbitrator.

(3) The Federal Representative will engage in such further verification processes with respect to the amounts payable to the National Consortium as have been agreed to by those parties.

(4) In the event that the Federal Representative and either the National Consortium or the Merchant Law Group cannot agree on the amount payable for reasonable disbursements incurred up to and including November 20, 2005, under Section 13.08(1) of this Agreement, the Federal Representative will refer the matter to:

(a) the Ontario Superior Court of Justice, or an official designated by it, if the matter involves the National Consortium;

(b) the Saskatchewan Court of Queen's Bench, or an official designated by it, if the matter involves the Merchant Law Group;

to fix such amount.

(5) The National Consortium member law firms are as follows:

Thomson, Rogers	Troniak Law Office
Richard W. Courtis Law Office	Koskie Minsky LLP
Field LLP	Leslie R. Meiklejohn Law Office
David Paterson Law Corp.	Huck Birchard
Docken & Company	Ruston Marshall
Arnold, Pizzo, McKiggan	Rath & Company
Cohen Highley LLP	Levene Tadman Gutkin Golub

White, Ottenheimer & Baker	Coller Levine
Thompson Dorfman Sweatman	Adams Gareau
Ahlstrom Wright Oliver & Cooper	

All legal fees payable under Section 13.08 will be paid no later than 60 days after the Implementation Date.

13.09 Cloud Class Action Costs, Fees and Disbursements

(1) Canada will pay all cost awards in the Cloud Class Action that remain outstanding as of November 20, 2005 to Counsel for the Plaintiffs in that action. Canada will not seek to recover any portion of any costs paid pursuant to this Section 13.09(1) from the Anglican entities named as Defendants in the Cloud Class Action.

(2) Canada will pay the fees and disbursements of the Plaintiffs in the Cloud Class Action as set out in Article 13 of this Agreement.

13.10 NCC Fees

(1) Canada will pay members of the NCC fees based upon reasonable hourly rates and reasonable disbursements, but such fees will not include any fee for the Government of Canada, or the Church Organizations.

(2) Subject to Section 13.10(4), any fees referred to in Section 13.10(1) and accrued after April 1, 2006 will be subject to a maximum operating budget of sixty-thousand dollars ($60,000.00) per month.

(3) Notwithstanding Section 13.10(2) and subject to Section 13.10(4), the NCC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars ($15,000.00).

(4) The maximum operating budget referred to in Section 13.10(1) and the maximum additional funding in exceptional circumstances referred to in Section 13.10(3) will be reviewed and reassessed by Canada on July 1, 2006 and the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.

(5) Counsel who is designated by the NCC as counsel having carriage in respect of drafting, consent certification and approval of the settlement will be paid their normal hourly rates and reasonable disbursements to be billed by Counsel and paid by Canada on an ongoing basis. Such fees and disbursements are not subject to the maximum operating budget referred to in paragraph 13.10(2).

(6) Other counsel who appear in court, if designated by the NCC

and approved by Canada, will be paid an appearance fee of two thousand dollars ($2000.00) per diem. Such fees are not subject to the maximum operating budget referred to in paragraph 13.10(2).

(7) The NCC, and counsel appointed on behalf of the NCC, will submit their accounts to the OIRSRC for payment**,** and will be paid within 60 days of such submission.

(8) The NCC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

13.11 NAC Fees

(1) Members of the NAC will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.11(2) of this Agreement except the representatives for Canada or the Church Organizations, who will not be compensated under this Agreement.

(2) Subject to Section 13.11(4), any fees referred to in Section 13.10(1) will be subject to a maximum operating budget of sixty-thousand dollars ($60,000.00) per month.

(3) Notwithstanding Section 13.11(2) and subject to Section

13.11(4), the NAC may apply to Canada for additional funding in exceptional circumstances up to a maximum monthly amount of fifteen thousand dollars ($15,000.00).

(4) The maximum operating budget referred to in Section 13.11(2) and the maximum additional funding in exceptional circumstances referred to in Section 13.11(3) will be reviewed and reassessed by Canada on the first day of the first month after the Implementation Date and on the first day of each month thereafter. Canada, in its sole discretion, may reduce or increase the maximum operating budget or the maximum additional funding or both.

(5) The NAC will submit its accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule “Q”, prior to payment.

13.12 RAC Fees

(1) Members of the RACs, will be compensated at reasonable hourly rates subject to the maximum monthly operating budget set out at Section 13.12(2).

(2) Canada will provide each RAC with an operating budget that will not exceed seven thousand dollars ($7,000.00) per month for each RAC except that each RAC may apply for additional

funding in exceptional circumstances.

(3) The RACs will submit their accounts to the OIRSRC for payment. The submitted accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

13.13 IAP Working Group Fees

(1) Canada agrees to pay each member of the IAP Working Group, other than lawyers representing Canada or the Church Organizations, who attended the IAP Working Group meetings beginning November 20, 2005 for time spent up to the Implementation Date, as requested in writing by Canada, at his or her normal hourly rate, plus reasonable disbursements, and GST and PST, if applicable except that no amount is payable under this Section 13.13(1) for fees previously paid directly by OIRSRC.

(2) No fees are payable under Section 13.13(1) for time billed under Section 13.02 or 13.03.

(3) The IAP Working Group, will submit their accounts to the OIRSRC for payment**,** and will be paid within 60 days of such submission.

13.14 Oversight Committee Fees

(1) Canada agrees to pay an honorarium to each member of the Oversight Committee, other than members representing Canada or the Church Organizations, at the same rate and on the same conditions as apply from time to time for adjudicators appointed for the IAP.

(2) Notwithstanding 13.14(1), Oversight Committee members will be paid the honorarium set out in 13.14(1) for a period not exceeding 3 days per month in those months where they attend in-person meetings or 1 day per month in those months where the meeting is held by teleconference or other means.

(2) The Oversight Committee members will submit their accounts to the OIRSRC for payment. The accounts will be paid within 60 days of their submission. The accounts will be verified by OIRSRC to ensure compliance with the Treasury Board Travel Directive, attached as Schedule "Q", prior to payment.

ARTICLE FOURTEEN
FIRST NATIONS, INUIT, INUVIALUIT AND MÉTIS

14.01 Inclusion

For greater certainty, every Eligible CEP Recipient who resided at an Indian Residential School is eligible for the CEP and will have access to the IAP in

accordance with the terms of this Agreement including all First Nations, Inuit, Inuvialuit and Métis students.

ARTICLE FIFTEEN
TRANSITION PROVISIONS

15.01 No Prejudice

The parties agree that the no prejudice commitment set out in the letter of the Deputy Minister of the OIRSRC dated July, 2005, and attached as Schedule "R" means that following the Implementation Date:

(1) All Eligible CEP Recipients are entitled to apply to receive the CEP regardless of whether a release has been signed or a judgment received for their Indian Residential School claim prior to the Implementation Date.

(2) Where a release of an Indian Residential School claim was signed after May 30, 2005 in order to receive the payment of an award under the DR Model:

a) Canada will adjust the award to reflect the compensation scale set out at page 6 of the IAP attached as Schedule "D" of this Agreement;

b) the Eligible IAP Claimant may apply to have their hearing re-opened to reconsider the assignment of points under the

Consequential Loss of Opportunity category set out at page 6 of the IAP attached as Schedule "D" of this Agreement, and pursuant to the standards of the IAP, in any case where the adjudicator assessed their claim as falling within the highest level in the Consequential Loss of Opportunity category in the DR Model;

c) an Eligible IAP Claimant who alleges sexual abuse by another student at the SL4 or SL5 category, where such abuse if proven would be the most serious proven abuse in their case, may have their hearing re-opened to consider such an allegation in accordance with the standards of the IAP.

(3) Following the coming into force of the Approval Orders, at the request of an Eligible IAP Claimant whose IRS abuse claim was settled by Canada without contribution from a Catholic Entity set out in Schedule "C" of this Agreement, such settlement having been for an amount representing a fixed reduction from the assessed Compensation, Canada will pay the balance of the assessed compensation to the Eligible IAP Claimant. Provided, however, that no amount will be paid to an Eligible IAP Claimant pursuant to this section until the Eligible IAP Claimant agrees to accept such amount in full and final satisfaction of his or her claim against a Catholic Entity set out in Schedule "C" of this Agreement, and to release them by

executing a release substantially in the form of the release referred to in Section 11.02 of this Agreement.

(4) Until the Implementation Date, Canada will use its best efforts to resolve cases currently in litigation, including those that would not fit within the IAP.

15.02 Acceptance and Transfer of DR Model Claims

(1) No applications to the DR Model will be accepted after the Approval Date.

(2) DR applications received on or before the expiration of the Approval Date for which a hearing date had not been set as of the Implementation Date will be dealt with as follows:

a) any application which alleges only physical abuse will be processed under the DR Model unless the claimant elects to transfer it to the IAP;

b) any application which includes an allegation of sexual abuse will be transferred to the IAP unless the claimant, within 60 days of receiving notice of the proposed transfer, elects in writing to remain in the DR Model.

(3) An Individual whose claim is transferred under Section

15.02(2) of this Agreement is not required to complete an additional application to the IAP, but may modify their existing DR application to the extent necessary to claim the relief available under the IAP.

(4) Any Eligible IAP Claimant who received but did not accept a decision under the DR Model or a Pilot Project decision may apply to the IAP on the condition that all evidence used in the DR Model hearing or pilot project hearing will be transferred to the IAP proceeding.

ARTICLE SIXTEEN
CONDITIONS AND TERMINATION

16.01 Agreement is Conditional

This Agreement will not be effective unless and until it is approved by the Courts, and if such approvals are not granted by each of the Courts on substantially the same terms and conditions save and except for the variations in membership contemplated in Sections 4.04 and 4.07 of this Agreement, this Agreement will thereupon be terminated and none of the Parties will be liable to any of the other Parties hereunder, except that the fees and disbursements of the members of the NCC will be paid in any event.

16.02 Termination of Agreement

This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled.

ARTICLE SEVENTEEN
CEP PAYMENTS TO APPROVED PERSONAL REPRESENTATIVES

17.01 Compensation if Deceased on or after May 30, 2005

If an Eligible CEP Recipient, dies or died on or after May 30, 2005 and the CEP Application required under Article Five (5) has been submitted to the Trustee by him or her prior to his or her death or by his or her Personal Representative after his or her death and within the period set out in Section 5.04(2), the Personal Representative will be paid the amount payable under Article Five (5) to which the deceased Eligible CEP Recipient would have been entitled if he or she had not died.

17.02 Deceased Cloud Class Members

Notwithstanding Section 17.01, if an Eligible CEP Recipient who is a member of a certified class in the Cloud Class Action died on or after October 5, 1996, and the CEP Application required under Article Five (5) has been submitted to the Trustee by his or her Personal Representative within the period set out in Section 5.04(2), the Personal Representative will be paid the amount payable under Article Five (5) to which the deceased Eligible CEP Recipient would have been entitled if he or she had not died.

17.03 Person Under Disability

If an Eligible CEP Recipient is or becomes a Person Under Disability prior to receipt of a Common Experience Payment and the CEP Application required under Article Five (5) has been submitted to the Trustee by him or her prior to becoming a Person Under Disability or by his or her Personal Representative after he or she becomes a Person Under Disability within the period set out in Section 5.04(2), the Personal Representative will be paid the amount payable under Article Five (5) to which the Eligible CEP Recipient who has become a Person Under Disability would have been entitled if he or she had not become a Person Under Disability.

ARTICLE EIGHTEEN
GENERAL

18.01 No Assignment

No amount payable under this Agreement can be assigned and such assignment is null and void except as expressly provided for in this Agreement.

18.02 Compensation Inclusive

For greater certainty, the amounts payable to Eligible IAP Claimants under this Agreement are inclusive of any prejudgment interest or other amounts that may be claimed by Eligible IAP Claimants.

18.03 Applicable Law

This Agreement will be governed by the law of Ontario.

18.04 Dispute Resolution

The parties agree that they will fully exhaust the dispute resolution mechanisms contemplated in this Agreement before making any application to the Courts for directions in respect of the implementation, administration or amendment of this Agreement or the implementation of the Approval Orders. Application to the Courts will be made with leave of the Courts, on notice to all affected parties, or otherwise in conformity with the terms of the Agreement.

18.05 Notices

Any notice or other communication to be given in connection with this Agreement will be given in writing and will be given by personal delivery or by electronic communication addressed to each member of the NCC or NAC as the case may be or to such other address, individual or electronic communication number as a Party may from time to time advise by notice given pursuant to this Section. Any notice or other communication will be exclusively deemed to have been given, if given by personal delivery, on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if transmitted during normal business hours of the recipient and on the Business Day during which such normal business

hours next occur if not so transmitted. The names and business addresses of the members of the NCC are attached as Schedule “S”.

18.06 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied or statutory between the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this Agreement.

18.07 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective heirs, assigns, executors, administrators and successors of the Parties.

18.08 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same Agreement.

18.09 Official Languages

Canada will prepare a French translation of this Agreement for use at the Approval Hearings. Prior to Implementation Date, Canada will pay the costs of the preparation of an authoritative French version of this Agreement and

such cost shall include costs of review by a designate of the Parties. The authoritative French version shall be executed by the same Parties who executed this Agreement and, once executed, shall be of equal weight and force at law.

Signed this _____ day of _____, 2006.

ON BEHALF OF HER MAJESTY THE
QUEEN IN RIGHT OF CANADA

By: _____
The Honourable Jim Prentice

THE FEDERAL REPRESENTATIVE

By: _____
The Honourable Frank Iacobucci

ASSEMBLY OF FIRST NATIONS

By: _____
Phil Fontaine, National Chief

By: _____
Kathleen Mahoney

NUNAVUT TUNNGAVIK INC.

By: _____
Janice Payne

INUVIALUIT REGIONAL CORPORATION

By: _____
Hugo Prud'homme

MAKIVIK CORPORATION

By: _____
Gilles Gagne

NATIONAL CONSORTIUM

By: _____
Craig Brown

MERCHANT LAW GROUP

By: _____
E.F. Anthony Merchant, Q.C.

COHEN HIGHLY LLP

By: _____
Russell Raikes

THE PRESBYTERIAN CHURCH IN CANADA

By:
_____
Stephen Kendall, Principal Clerk

THE UNITED CHURCH OF CANADA

By: _____
Jim Sinclair-General Secretary

By: _____
Cynthia Gunn-Legal/Judicial Counsel

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA

By: _____
Peter C.H. Blachford
Treasurer, General Synod

SISTERS OF CHARITY, a body corporate also known as Sisters of Charity of St. Vincent de Paul, Halifax also known as Sisters of Charity of Halifax

By: _____
Thomas Mcdonald

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX

By: _____
Hugh Wright

LES SOEURS DE NOTRE DAME-AUXILIATRICE

By: _____
Pierre L. Baribeau

LES SOEURS DE ST. FRANCOIS D'ASSISE

By: _____
Pierre L. Baribeau

INSITUT DES SOEURS DU BON CONSEIL

By: _____
Pierre L. Baribeau

LES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE (The Sisters of St. Joseph of St. Hyacinthe)

By: _____
Pierre L. Baribeau

LES SOEURS DE JESUS-MARIE

By: _____
Pierre L. Baribeau

LES SOEURS DE L'ASSOMPTION DE LA SAINTE VERGE

By: _____
Pierre L. Baribeau

LES SOEURS DE L'ASSOMPTION DE LA SAINT VIERGE DE L'ALBERTA

By: _____
Pierre L. Baribeau

LES SOEURS DE LA CHARITÉ DE ST.-HYACINTHE

By: _____
Pierre L. Baribeau

LES OEUVRES OBLATES DE L'ONTARIO

By: _____
Pierre Champagne or Ron Caza

LES RÉSIDENCES OBLATES DU QUÉBEC

By: _____
Pierre Champagne or Ron Caza

LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE LA BAIE JAMES (The Roman Catholic Episcopal Corporation of James Bay) THE CATHOLIC DIOCESE OF MOOSONEE

By: _____
Pierre Champagne or Ron Caza

SOEURS GRISES DE MONTRÉAL/GREY NUNS OF MONTREAL

By: _____
W. Roderick Donlevy or Michel Thibault

SISTERS OF CHARITY (GREY NUNS) OF ALBERTA

By: _____
W. Roderick Donlevy or Michel Thibault

LES SOEURS DE LA CHARITÉ DES T.N.O.

By: _____
W. Roderick Donlevy or Michel Thibault

HÔTEL-DIEU DE NICOLET (HDN)

By: _____
W. Roderick Donlevy

THE GREY NUNS OF MANITOBA INC. – LES SOEURS GRISES DU MANITOBA INC.

By: _____
W. Roderick Donlevy

LA CORPORATION EPISCOPAL CATHOLIQUE ROMAINE DE LA BAIE D' HUDSON THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY

By: _____
Rheal Teffaine

MISSIONARY OBLATES–GRANDIN

By: _____
Curtis Onishenko

LES OBLATS DE MARIE IMMACULÉE DU MANITOBA

By: _____
Rheal Teffaine

THE ARCHIEPISCOPAL CORPORATION OF REGINA

By: _____
Archbishop of Regina

THE SISTERS OF THE PRESENTATION

By: _____
Mitchell Holash

THE SISTERS OF ST. JOSEPH OF SAULT ST. MARIE

By: _____
Charles Gibson

LES SOEURS DE LA CHARITÉ D'OTTAWA – SISTERS OF CHARITY OF OTTAWA

By: _____
Pierre Champagne or Ron Caza

OBLATES OF MARY IMMACULATE-ST. PETER'S PROVINCE

By: _____
Gilbert J.S. – Mason, OMI
By: _____
Jan Rademaker, OMI

THE SISTERS OF SAINT ANN

By: _____
Patrick J. Delsey Law Corporation

SISTERS OF INSTRUCTION OF THE CHILD JESUS

By: _____
Violet Allard

THE BENEDICTINE SISTERS OF MT. ANGEL OREGON

By: _____
Azool Jaffer-Jeraj

LES PERES MONTFORTAINS

By: _____
Bernie Buettner

THE ROMAN CATHOLIC BISHOP OF KAMLOOPS CORPORATION SOLE

By: _____
John Hogg

THE BISHOP OF VICTORIA, CORPORATION SOLE

By: _____
Frank D. Corbett

THE ROMAN CATHOLIC BISHOP OF NELSON CORPORATION SOLE

By: _____
John Hogg

ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA

By: _____
Fr. Terry MacNamara OMI

THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA

By: _____
Ray Baril, Q.C.

LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD

By: _____
Administrator of the Diocese of Grouard

ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN

By: _____
Archbishop of Keewatin

LA CORPORATION ARCHIÉPISCOPALE CATHOLIQUE ROMAINE DE ST. BONIFACE

By: _____
Rheal Teffaine

LES MISSIONNAIRES OBLATES DE ST. BONIFACE THE MISSIONARY OBLATES SISTERS OF ST. BONIFACE

By: _____
Rheal Teffaine

ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG

By: _____
Bill Emslie, Q.C.

LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT

By: _____
Mitchell Holash

THE ROMAN CATHOLIC BISHOP OF THUNDER BAY

By: _____
John Cyr

IMMACULATE HEART COMMUNITY OF LOS ANGELES CA

By: _____
Mark Rowan

ARCHDIOCESE OF VANCOUVER THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER

By: _____
Mary Margaret MacKinnon

ROMAN CATHOLIC DIOCESE OF WHITEHORSE

By: _____
Azool Jaffer-Jeraj

THE ROMAN CATHOLIC EPISCOPALE CORPORATION OF MACKENZIE-FORT SMITH

By: _____
Archbishop of MacKenzie

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT

By: _____
Gary R. Brown

FULTON & COMPANY

By: _____
Len Marchand, P. Eng.

ROSE A. KEITH, LLP

By: _____
Rose A. Keith

LACKOWICZ, SHIER & HOFFMAN

By: _____
Dan Shier

CABOTT & CABOTT

By: _____
Laura I. Cabott

KESHEN MAJOR

By: _____
Greg Rickford

BILKEY, QUINN

By: _____
David Bilkey

By: _____
Kevin Simcoe

F. J. SCOTT HALL LAW CORPORATION

By: _____
Scott Hall

HEATHER SADLER JENKINS

By: _____
Sandra Staats

HUTCHINS GRANT & ASSOCIATES

By: _____
Peter Grant

By: _____
Brian O'Reilly

DUBOFF EDWARDS HAIGHT & SCHACHTER

By: _____
Harley Schachter

MACDERMID LAMARSH GORSALITZ

By: _____
Robert Emigh (Fort McMurray)

MACPHERSON LESLIE & TYERMAN LLP

By: _____
Maurice Laprairie, Q.C.

JOHN A. TAMMING LAW OFFICE

By: _____
John A. Tamming

DINNING HUNTER LAMBERT & JACKSON

By: _____
Eric Wagner

MACDERMID LAMARSH

By: _____
Robert Emigh (Saskatoon)

KOSKIE MINSKY LLP

By:
_____
Kirk M. Baert

WALLBRIDGE, WALLBRIDGE

By: _____
Kathleen Erin Cullin

GILLES GAGNÉ

By:
_____
Gilles Gagné

GREY MUNDAY LLP

By: _____
Leighton B. U. Grey

CRYSTAL MCLEOD LAW FIRM

By:
_____
Crystal McLeod

DIOCESE OF SASKATOON

BY: _____
W. Roderick Donlevy

OMI LACOMBE AND CORPORATION

BY: _____
W. Roderick Donlevy

DUFOUR & JACQUES

BY: _____
Patrick Jacques

MCDOUGALL GAULEY LLP

BY: _____
Wayne L. Bernakevitch

BIAMONTE CAIRO & SHORTREED

BY: _____
Terry Antonello

ROSS, SCULLION

BY: _____
Kevin J. Scullion

CUELENAERE, KENDALL, KATZMAN & WATSON

BY: _____
Michael D. Nolin

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SCHEDULE "A"

Government of Canada

2006 May 08

Protected When Completed – B

DRAFT

APPLICATION FOR COMMON EXPERIENCE PAYMENT FOR FORMER STUDENTS WHO RESIDED AT INDIAN RESIDENTIAL SCHOOL(S)

ESTATE If you are applying for a person who died after May 30, 2005 or for someone who resided at Mohawk Institute who died after October 5, 1996 (please use form XXX).

1. IDENTIFICATION First and Middle Name Current Last Name

☐ Mr ☐ Mrs ☐ Miss ☐ Ms

Language Preference

☐ English ☐ French

NAME AT BIRTH (IF DIFFERENT FROM ABOVE)

2. MAILING ADDRESS (No., Street, Apt., R.R.) City

Province or Territory Country Postal Code Telephone number

( ) –

3. DATE OF BIRTH (PROOF OF AGE REQUIRED, SEE PAGE 4)

DAY / MONTH / YEAR / PROVINCE OF BIRTH

PLEASE INDICATE WHICH GROUP YOU BELONG TO:

☐ Status Indian ☐ Non-Status Indian ☐ Métis ☐ Inuit/Inuvialuit

For Common Experience Application assistance, please call 1-866-699-1742
For assistance from the National Survivors Support Line, 24 Hours, 7 Days a week please call 1-866-925-4419

Canada

4. INDIAN RESIDENTIAL SCHOOL(S) AT WHICH YOU RESIDED

Please tell us, to the best of your recollection, about all of the schools at which you resided. You will need to indicate the number of your school(s) from the approved list on Page 6-10 and tell us when you started and when you left.

School # ☐ From MONTH / SEASON YEAR To MONTH / SEASON YEAR

School # ☐ From MONTH / SEASON YEAR To MONTH / SEASON YEAR

School # ☐ From MONTH / SEASON YEAR To MONTH / SEASON YEAR

School # ☐ From MONTH / SEASON YEAR To MONTH / SEASON YEAR

If you couldn't find the name of your school on the approved list, write the name here _____

Because you resided at a school that is not on the approved list, you may not receive any payment for the years that you resided at that school. We will verify your application and let you know as soon as possible.

5. IF YOU WOULD LIKE DIRECT DEPOSIT *(In Canada Only)*

Do you want your Common Experience Payments deposited into your account at a financial institution?

○ No

○ Yes (Complete this section)

If you have a Chequing Account, please attach an unsigned personalized cheque. Write the word "VOID" on the front of the cheque.

OR

If you have a Savings Account, complete the boxes below (you may wish to contact your financial institution to obtain this information):

Branch Number ☐ *Institution Number* ☐ *Account Number* ☐

Name(s) on the account ☐

Telephone number of your financial institution ☐

PROOF OF AGE AND IDENTITY REQUIREMENTS FOR QUESTION 3

IDENTITY DOCUMENTS

1. You must submit your original Birth Certificate with your application form. If you mail your application, your birth certificate will be returned to you.

2. If you do not have an original birth certificate, we recommend that you visit an Outreach or Service Canada centre and you must present two (2) of the following documents, one of which must have a photograph:

   * Certificate of Indian Status (issued by Indian and Northern Affairs Canada);
   * Provincial/Territorial Driver's Licence;
   * Provincial/Territorial Health Card;
   * Canadian Passport;
   * Social Insurance Card

3. For mail in applications where an original birth certificate is not available, you must submit a certified copy of at least two (2) of the documents. Your original documents must be presented to an individual who will certify that these documents pertain to your identity. This person must be a Canadian citizen residing in Canada, must be available to Service Canada for verification and must have known you personally for a minimum of two years.

   Please note that you cannot certify a copy of your own documents.

   The following can certify your documents and must include their name, position and date certified on the certified copy:

   * Chief or councillor of an Indian Band or First Nation
   * Council of the MËtis Settlements General Council and Members of the Saskatchewan Provincial Métis Council
   * Dentist
   * Geoscientist
   * Judge
   * Lawyer (member of a provincial bar association), notary in Quebec
   * Magistrate
   * Mayor
   * Medical doctor
   * Minister of religion authorized under provincial law to perform marriages
   * Notary public
   * Optometrist
   * Pharmacist
   * Police officer (municipal, provincial or RCMP)
   * Postmaster
   * Principal of a primary or secondary school
   * Professional accountant (APA, CA, CGA, CMA, PA, RPA)
   * Professional engineer (P.Eng., Eng. in Quebec)
   * Senior administrator in a community college (includes CEGEPs)
   * Senior administrator or teacher in a university
   * Social Worker with MSW (Master in Social Work)
   * Veterinarian

I consent to Service Canada assisting me in establishing my identity in applying for the Common Experience Payment ❑ (please place a check mark in the box)

Additional documents or information may be requested in support of the Identity registration process.

SIGNATURE

My signature/mark indicates the information I have provided in this application is true and accurate to the best of my knowledge. I acknowledge that knowingly making a false or fraudulent application could result in criminal prosecution. I understand that every application is subject to verification.

Applicant's Signature **Day** **Month** **Year**

▶ _____ _____

SIGNATURE WITH A MARK

If the applicant signed with a mark (for example "X"), the mark must be made in the presence of a witness who may be a relative.

The witness must provide the following information:

Witness's first name, initial and last name

Relationship to the applicant

ADDRESS (No., Street, Apt., R.R.) City

Province or Territory	Country	Postal Code	Telephone number ( ) –

If the applicant signed with a mark, the witness must also sign the following declaration:

I have read the content of this application to the applicant who understands and confirms the complete contents and who made his or her mark in my presence.

Signature of witness

▶ _____

Date _____

Day Month Year

For Common Experience Application assistance, please call 1-866-699-1742
For assistance from the National Survivors Support Line, 24 Hours, 7 Days a week please call 1-866-925-4419

Canada

7. FORMS MUST BE MAILED TO THE FOLLOWING ADDRESS:

Service Canada

FOR OFFICE USE ONLY

Recommended by	DD	MM	YY
Approved for payment by	DD	MM	YY

For Common Experience Application assistance, please call 1-866-699-1742
For assistance from the National Survivors Support Line, 24 Hours, 7 Days a week
please call 1-866-925-4419

INDIAN RESIDENTIAL SCHOOL IDENTIFICATION

Complete Question 5 by entering the number corresponding to the school(s) at which you resided.

Residential Schools

YUKON RESIDENTIAL SCHOOLS		
01	Carcross (Chooutla)	Carcross
02	Coudert Hall (Whitehorse Hostel/Student Residence – Predecessor to Yukon Hall)	Whitehorse
03	Shingle Point (Predecessor to All Saints, Aklavik)	Shingle Point
04	Whitehorse Baptist	Whitehorse
05	Yukon Hall (Whitehorse/Protestant Hostel)	Whitehorse
NORTHWEST TERRITORIES RESIDENTIAL SCHOOLS		
06	Aklavik (Immaculate Conception)	Aklavik
07	Aklavik (All Saints)	Aklavik
08	Fort McPherson (Flemming Hall)	Fort McPherson
09	Fort Providence (Sacred Heart)	Fort Providence
10	Fort Resolution (St. Joseph's)	Fort Resolution
11	Fort Simpson (Bompas Hall)	Fort Simpson
12	Fort Simpson (Lapointe Hall)	Fort Simpson
13	Fort Smith (Breynat Hall)	Fort Smith
14	Fort Smith (Grandin College)	Fort Smith
15	Hay River (St. Peter's)	Hay River
16	Inuvik (Grollier Hall)	Inuvik
17	Inuvik (Stringer Hall)	Inuvik
18	Yellowknife (Akaitcho Hall)	Yellowknife
NUNAVUT RESIDENTIAL SCHOOLS		
19	Chesterfield Inlet (Turquetil Hall)	Chesterfield Inlet
20	Coppermine (Tent Hostel)	Coppermine
21	Federal Hostel at Baker Lake	Qamani'tuaq, Qamanittuaq
22	Federal Hostel at Belcher Islands	Sanikiluaq
23	Federal Hostel at Broughton Island	Qikiqtarjuaq
24	Federal Hostel at Cambridge Bay	Cambridge Bay
25	Federal Hostel at Cape Dorset	Kinngait
26	Federal Hostel at Eskimo Point	Arviat

INDIAN RESIDENTIAL SCHOOL IDENTIFICATION

Complete Question 5 by entering the number corresponding to the school(s) at which you resided.

Residential Schools

NUNAVUT RESIDENTIAL SCHOOLS

27	Federal Hostel at Frobisher Bay (Ukkivik)	Iqaluit
28	Federal Hostel at Igloolik	Igloolik/Iglulik
29	Federal Hostel at Lake Harbour	Kimmirut
30	Federal Hostel at Pangnirtung (Pangnirtang)	Pangnirtung / Panniqtuuq
31	Federal Hostel at Pond Inlet	Mittimatalik

BRITISH COLUMBIA RESIDENTIAL SCHOOLS

32	Ahousaht	Ahousaht
33	Alberni	Port Alberni
34	Cariboo (St. Joseph's, Williams Lake)	Williams Lake
35	Christie (Clayoquot, Kakawis)	Tofino
36	Coqualeetza	Chilliwack / Sardis
37	Cranbrook (St. Eugene's, Kootenay)	Cranbrook
38	Kamloops	Kamloops
39	Kitimaat	Kitimaat
40	Kuper Island	Chemainus
41	Lejac (Fraser Lake)	Fraser Lake
42	Lower Post	Lower Post
43	Port Simpson (Crosby Home for Girls)	Port Simpson
44	St. George's (Lytton)	Lytton
45	St. Mary's (Mission)	Mission
46	St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)	Alert Bay
47	Sechelt	Sechelt
48	St. Paul's (Squamish, North Vancouver)	North Vancouver

ALBERTA RESIDENTIAL SCHOOLS

49	Assumption (Hay Lakes)	Hay Lakes Indian Reserve
50	Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)	St. Paul

INDIAN RESIDENTIAL SCHOOL IDENTIFICATION

Complete Question 5 by entering the number corresponding to the school(s) at which you resided.

Residential Schools

ALBERTA RESIDENTIAL SCHOOLS

51	Crowfoot (Blackfoot, St. Joseph's, Ste. Trinite)	Cluny, Blackfoot Reserve
52	Desmarais (Wabiscaw Lake, St. Martin's, Wabasca RC)	Desmarais
53	Edmonton (Poundmaker, post Red Deer Industrial)	St. Albert
54	Ermineskin (Hobbema)	Hobbema, Ermineskin Reserve
55	Fort Vermilion (St. Henry's)	Fort Vermilion
56	Grouard (St. Bernard's, Lesser Slave Lake RC)	Grouard
57	Holy Angels (Fort Chipewyan)	Fort Chipewyan
58	Joussard (St. Bruno's)	Joussard
59	Lac la Biche (Notre Dame de la Victoire)	Lac la Biche
60	Lesser Slave Lake (St. Peter's)	Lesser Slave Lake
61	Morley (Stony/Stoney, McDougall Orphanage)	Morley
62	Old Sun (Blackfoot)	Gleichen, Blackfoot Reserve
63	Sacred Heart (Peigan, Brocket)	Brocket, Peigan Reserve
64	St. Albert (Youville, Sturgeon River)	St. Albert
65	St. Augustine (Smoky River)	Smoky River
66	St. Cyprian (Victoria Home, Peigan)	Brocket, Peigan Reserve
67	St. Joseph's (High River, Dunbow)	High River
68	St. Mary's (Blood, Immaculate Conception)	Blood Indian Reserve
69	St. Paul's (Blood CE)	Blood Reserve
70	Sarcee	Sarcee Junction
71	Sturgeon Lake (Calais, St. Francis Xavier)	Calais
72	Wabasca (St. John's)	Wabasca
73	Whitefish Lake (St. Andrew's)	St. Andrew's Mission

SASKATCHEWAN RESIDENTIAL SCHOOLS

74	Beauval (Lac Laplonge)	Beauval
75	Crowstand	Kamsack
76	File Hills	Balcarres
77	Gordon's	Gordon's Reserve, Punnichy
78	Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)	Lebret

INDIAN RESIDENTIAL SCHOOL IDENTIFICATION

Complete Question 5 by entering the number corresponding to the school(s) at which you resided.

Residential Schools

SASKATCHEWAN RESIDENTIAL SCHOOLS		
79	Marieval (Cowesess, Crooked Lake)	Grayson
80	Muscowequan (Lestock, Touchwood)	Lestock
81	Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)	Prince Albert
82	Regina	Regina
83	Round Lake	Stockholm
84	St. Anthony's (Onion Lake, Sacred Heart)	Onion Lake
85	St. Michael's (Duck Lake)	Duck Lake
86	St. Philip's	Kamsack
87	Sturgeon Landing (Predecessor to Guy, MB)	Sturgeon Landing
88	Thunderchild (Delmas, St. Henri)	Delmas
MANITOBA RESIDENTIAL SCHOOLS		
89	Assiniboia (Winnipeg)	Winnipeg
90	Birtle	Birtle
91	Brandon	Brandon
92	Churchill Vocational Centre	Churchill
93	Cross Lake (St. Joseph's, Norway House, Jack River)	Cross Lake
94	Dauphin (McKay)	The Pas / Dauphin, MB
95	Elkhorn (Washakada)	Elkhorn
96	Fort Alexander (Pine Falls)	Fort Alexander
97	Fort Pelly	Fort Pelly
98	Guy (Clearwater, The Pas, formerly Sturgeon Landing, SK)	The Pas
99	Norway House	Norway House
100	Pine Creek (Camperville)	Camperville
101	Portage la Prairie	Portage la Prairie
102	Sandy Bay	Marius
ONTARIO RESIDENTIAL SCHOOLS		
103	Bishop Horden Hall (Moose Fort, Moose Factory)	Moose Island
104	Cecilia Jeffrey (Kenora, Shoal Lake)	Kenora

INDIAN RESIDENTIAL SCHOOL IDENTIFICATION

Complete Question 5 by entering the number corresponding to the school(s) at which you resided.

Residential Schools

ONTARIO RESIDENTIAL SCHOOLS		
105	Chapleau (St. Joseph's)	Chapleau
106	Fort Frances	Fort Frances
107	Fort William (St. Joseph's)	Fort William
108	McIntosh (Kenora)	McIntosh
109	Mohawk Institute	Brantford
110	Mount Elgin (Muncey, St. Thomas)	Munceytown
111	Pelican Lake (Pelican Falls)	Sioux Lookout
112	Poplar Hill	Poplar Hill
113	St. Anne's (Fort Albany)	Fort Albany
114	St. Mary's (Kenora, St. Anthony's)	Kenora
115	Shingwauk	Sault Ste. Marie
116	Spanish Boys School (Charles Garnier, St. Joseph's, formerly Wikwemikong Industrial)	Spanish
117	Spanish Girls School (St. Joseph's, St. Peter's, St. Anne's formerly Wikwemikong Industrial)	Spanish
QUEBEC RESIDENTIAL SCHOOLS		
118	Amos (St. Marc de Figuery)	Amos
119	Pointe Bleue	Pointe Bleue
120	La Tuque	La Tuque
121	Fort George (St. Philip's)	Fort George
122	Fort George (St. Joseph's Mission, Residence Couture, Ste-Thérèse de l'enfant de Jésus)	Fort George
123	Sept-Iles (Notre Dame, Maliotenam)	Sept-Iles
124	Federal Hostel at George River	Kangirsualussuaq
125	Federal Hostel at Great Whale River (Poste-de-la-Baleine)	Kuujjuaraapik / Whapmagoostui
126	Federal Hostel at Payne Bay (Bellin)	Kangirsuk
127	Federal Hostel at Port Harrison (Inoucdjouac, Innoucdouac)	Inukjuak
NOVA SCOTIA RESIDENTIAL SCHOOLS		
128	Shubenacadie	Shubenacadie

SCHEDULE "B"

The Incorporated Synod of the Diocese of Algoma

The Synod of the Diocese of Athabasca

The Synod of the Diocese of Brandon

The Anglican Synod of the Diocese of British Columbia

The Synod of the Diocese of Calgary

The Diocese of the Synod of Cariboo

The Incorporated Synod of the Diocese of Huron

The Synod of the Diocese of Keewatin

The Bishop of Moosonee

The Synod of the Diocese of New Westminister

The Synod of the Diocese of Qu'Appelle

The Synod of the Anglican Church of the Diocese of Quebec

The Diocese of Saskatchewan

The Synod of the Diocese of Yukon

CORPORATE CATHOLIC DEFENDANTS - April 11, 2006

SCHEDULE C

	ENTITY AND ADDRESS	ADDRESS FOR SERVICE
1.	**Sisters of Charity, a body corporate also known as Sisters of Charity of St. Vincent de Paul, Halifax also known as Sisters of Charity of Halifax** 150 Bedford Highway Halifax NS B3M 3J5	Thomas Macdonald Blois Nickerson & Bryson Barristers and Solicitors 1568 Hollis Street P.O. Box 2147 Halifax NS B3J 3B7
2.	**The Roman Catholic Episcopal Corporation of Halifax** 151 Grafton Street Halifax NS B3J 2Y3	Hugh Wright McInnes Cooper 1601 Lower Water Street P.O. Box 730 Halifax NS B3J 2V1 (902) 444-8616 (phone) (902) 425-6350 (fax)
3.	**Les Soeurs De Notre Dame-Auxiliatrice** 895 Perreault Street East Rouyn-Norand QC J9X 5H5	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montréal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
4.	**Les Soeurs de St. Francois D'Assise** 2700 rue Lacordaire Montréal QC H1N 2M6	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montréal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)

5.	**Insitut Des Soeurs Du Bon Conseil** 1381 Roy Street Normandin QC G8M 3V4	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montréal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
6.	**Les Soeurs de Saint-Joseph de Saint-Hyacinthe (The Sisters of St. Joseph of St. Hyacinthe)** c/o Sister Marie-Clair Dupont, Superior General 805 av Raymond St. Hyacinthe Quebec J2S 5T9	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montréal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
7.	**Les Soeurs De Jesus-Marie** 10070 D'Auteuil Avenue Montréal QC H3L 2K1	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montréal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
8.	**Les Soeurs de L'Assomption de la Sainte Verge** 311 Saint-Jean-Baptiste Street Nicolet QC J3T 1H5	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montréal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
9.	**Les Soeurs de l'Assomption de la Saint Vierge de l'Alberta** 8533 90 Street Edmonton AB T 6C 3L4	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montréal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)

10.	**Les Soeurs de la Charité de St.-Hyacinthe** 16470 avenue Bourdages Sud Saint-Hyacinthe, QC J2T 4J8	Pierre-L. Baribeau Lavery de Billy 1 Place Ville-Marie Bureau 4000 Montréal QC H3B 4M4 (514) 877-2965 (phone) (514) 871-8977 (fax)
11.	**Les Oeuvres Oblates de l'Ontario** L'Edifice Deschatelets 175 Main Street Ottawa ON K1S 1C3	Pierre Champagne/Ron Caza Heenan Blaikie 55 Metcalfe St. Suite 300 Ottawa ON K1P 6L5 (613) 236-0596 (phone)
12.	**Les Résidences Oblates du Québec** L'Edifice Deschatelets 175 Main Street Ottawa ON K1S 1C3	Pierre Champagne/Ron Caza Heenan Blaikie 55 Metcalfe St. Suite 300 Ottawa ON K1P 6L5 (613) 236-0596 (phone)
13.	**La Corporation Episcopale Catholique Romaine de la Baie James (The Roman Catholic Episcopal Corporation of James Bay)** **The Catholic Diocese of Moosonee** Catholic Diocese of Moosonee Box 40 2 Bay Road Moosonee ON P0L 1Y0 (705) 336-2908 (phone) (705) 336 - 2759 (fax)	Pierre Champagne/Ron Caza Heenan Blaikie 55 Metcalfe St. Suite 300 Ottawa ON K1P 6L5 (613) 236-0596 (phone)
14.	**Soeurs Grises de Montréal/ Grey Nuns of Montreal** 138 rue Saint-Pierre Montreal QC H2Y 2L7	W. Roderick Donlevy/Michel Thibault McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)

15.	**Sisters of Charity (Grey Nuns) of Alberta** Grey Nuns Regional Centre 9810 - 165th Street Edmonton AB T5P 3S7 (780) 974-4799 (phone) (780) 484-7145 (fax)	W. Roderick Donlevy/ Michel Thibault McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
16.	**Les Soeurs de La Charité des T.N.O.** Grey Nun's Regional Centre 9810 - 165th Street Edmonton AB T5P 3S7 (780) 974-4799 (phone) (780) 484-7145 (fax)	W. Roderick Donlevy/ Michel Thibault McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
17.	**Hôtel-Dieu de Nicolet (HDN)**	
18.	**The Grey Nuns of Manitoba Inc. - Les Soeurs Grises du Manitoba Inc.** Grey Nun's Regional Centre 9810 - 165th Street Edmonton AB T5P 3S7 (780) 974-4799 (phone) (780) 484-7145 (fax)	W. Roderick Donlevy McKercher McKercher & Whitmore LLP 374 Third Avenue South Saskatoon SK S7K 1M5 (306) 653-2000 (phone) (306) 653-2669 (fax)
19.	**La Corporation Episcopale Catholique Romaine de la Baie d' Hudson** **The Roman Catholic Episcopal Corporation of Hudson's Bay** Box 10 Churchill MB R0B 0E0	Rheal Teffaine R. E. Teffaine Law Corporation 247 Provencher Blvd Winnipeg MB R2H 0G6 .
20.	**Missionary Oblates - Grandin** 21 Meadowview Drive St. Albert AB T8N 1R9 (780) 459-2586 (phone) (780) 459-2797 (fax)	Curtis Onishenko McKercher McKercher & Whitmore LLP 274 Third Avenue South Saskatoon SK S7K 1M5

21.	**Les Oblats de Marie Immaculée du Manitoba** 474 rue Aulneau Piece St. Boniface MB R2H 2V2	Rheal Teffaine R. E. Teffaine Law Corporation 247 Provencher Blvd. Winnipeg MB R2H 0G6 (204) 925- 1900 (phone) (204) 925-1907 (fax)
22.	**The Archiepiscopal Corporation of Regina** 445 Broad Street North Regina SK S4R 2X8	James Ehmann, Q.C. Kanuka Thuringer LLP 1400 - 2500 Victoria Avenue Regina SK S4P 3X2
23.	**The Sisters of the Presentation** 1405 Mgr Pascal Place Prince Albert SK S6V 5J1	Mitchell Holash Harrandence Logue Holash Harlon Building P.O. Box 2080 1102 1st Avenue West Prince Albert SK S6V 6V4 (306) 764-4244 (phone) (306) 764-4949 (fax)
24.	**The Sisters of St. Joseph of Sault St. Marie** 2025 Main Street West North Bay ON P1B 2X6	Charles Gibson Vincent Dagenais Gibson LLP 600 - 325 Dalhousie Street Ottawa ON K1N 7G2 (613) 241-2701 Ext 232 (phone) (613) 241-2599 (fax)
25.	**Les Soeurs de la Charité d'Ottawa - Sisters of Charity of Ottawa** 9 rue Bruyere Ottawa ON K1N 5C9 (613) 241-2710 (phone) (613) 241-7139 (fax)	

26.	**Oblates of Mary Immaculate - St. Peter's Province** 100 Main Street Ottawa ON K1S 1C2	William Sammon Barnes Sammon LLP 200 Elgin Street Suite 400 Ottawa ON K2P 1L5
27.	**The Sisters of Saint Ann** 1550 Begbie Street Victoria BC V8R 1K8	Patrick J. Delsey Law Corporation 1220 - 1175 Douglas Street Victoria BC V8W 2E1 (250) 412-0531 (phone) (250) 412-0535(fax)
28.	**Sisters of Instruction of the Child Jesus** Sisters of the Child Jesus 318 Laval Street Coquitlam BC V3K 4W4	Violet Allard Sugden McFee & Roos 700 - 375 Water Street Vancouver BC V6B 5N3
29.	**The Benedictine Sisters of Mt. Angel Oregon** 840 S. Main Street Mt. Angel OR 973262-9527 USA (503) 845-6141 (phone) (503) 845-6585 (fax)	Azool Jaffer-Jeraj Dohm Jaffer & Jeraj 202 - Kingsway Vancouver BC V5N 2R6 (604) 871-3550 (phone) (604) 871-3560 (fax)
30.	**Les Peres Montfortains** Maison Provinciale des Montfortains 6455, avenue Louis-Riel Montreal QC H1M 1P1	Bernie Buettner Harper Grey LLP 3200 Vancouver Centre 650 West Georgia Street Vancouver BC V6B 4P7 (604) 669-9385(fax)
31.	**The Roman Catholic Bishop of Kamloops Corporation Sole** 635A Tranquille Road Kamloops BC V2B 3H5 (250) 376-3351 (phone)	John Hogg Morelli Chertkow LLP Suite 300, 180 Seymour Street Kamloops BC V2C 2E3 (250) 374-3344 (phone) (250) 374-1144 (fax)

32.	**The Bishop of Victoria, Corporation Sole** The Roman Catholic Bishop of Victoria (name in most of the litigation) 1 - 4044 Nelthorpe Street Victoria BC V8X 2A1	Frank D. Corbett Jawl and Bundon 4th Floor, 1007 Fort Street Victoria BC V8V 3K5 (250) - 385-5787 (phone) (250) - 385-4354 (fax)
33.	**The Roman Catholic Bishop of Nelson Corporation Sole** 402 West Richards Street Nelson BC V1L 3K3 (250) 354-4740	John Hogg Morelli Chertkow LLP Suite 300 180 Seymour Street Kamloops BC V2C 2E3 (250) 374-3344 (phone) (250) 374-1144 (fax)
34.	**Order of the Oblates of Mary Immaculate in the Province of British Columbia** The OMI in B.C.; St. Paul's Province 1311 The Crescent Vancouver BC V6H 1T7 (604) 736-9363	Fr. Terry MacNamara OMI 1311 The Crescent Vancouver BC V6H 1T7
35.	**The Sisters of Charity of Providence of Western Canada** Les Soeurs de Charite de la Providence des Territoires du Nord Ouest (predecessor) 3005 119 Street Edmonton AB T6J 5R5	Ray Baril Q.C. Chomicki Baril Mah LLP 1201, 10088 - 102 Avenue Edmonton AB T5J 4K2 (780) 702 - 2317 (phone)
36.	**La Corporation Episcopale Catholique Romaine de Grouard** Box 388 210 1st Street West McLennan AB T0H 2L0	Karen Trace McCuaig Desrochers LLP 2401 TD Tower 10088 102 Avenue Edmonton AB T5J 2Z1 (780) 426-4660 (phone) (780) 426-0982 (fax)

37.	**Roman Catholic Episcopal Corporation of Keewatin** P.O. Box 270 The Pas MB R9A 1K4	James Ehmann, Q.C. Kanuka Thuringer LLP 1400 - 2500 Victoria Avenue Regina SK S4P 3X2
38.	**La Corporation Archiépiscopale Catholique Romaine de St. Boniface** 151 Avenue de la Cathdrale Winnipeg MB R2H 0H6	Rheal Teffaine R. E. Teffaine Law Corporation 247 Provencher Blvd. Winnipeg MB R2H 0G6
39.	**Les Missionnaires Oblates de St. Boniface** **The Missionary Oblate Sisters of St. Boniface** 601 Aulneau St. Winnipeg MB R2H 2V5	Rheal Teffaine R. E. Teffaine Law Corporation 247 Provencher Blvd. Winnipeg MB R2H 2V5
40.	**Roman Catholic Archiepiscopal Corporation of Winnipeg** 1495 Pembina Highway Winnipeg MB R3T 2C6	Bill Emslie, Q.C. Aikins, MacAulay & Thorvaldson LLP 30th Floor 360 Main Street Winnipeg MB R3C 4G1 (204) 957-4674 (phone) (204) 957-4288
41.	**La Corporation Episcopale Catholique Romaine De Prince Albert** 1415 4th Avenue West Prince Albert SK S6V 5H1	Mitchell Holash Harrandence Logue Holash Harlon Building P.O. Box 2080 1102 1st Avenue West Prince Albert SK S6V 6V4 (306) 764-4244 (phone) (306) 764-4949 (fax)
42.	**The Roman Catholic Bishop of Thunder Bay** 1222 Reaume Street Thunder Bay ON P7B 1C4 P.O. Box 10400 Thunder Bay ON P7B 6T8	John Cyr Weiler Maloney Nelson 1001 William Street, Suite 201 Thunder Bay ON P7B 6M1 (807) 625-8880 (phone)

43.	**Immaculate Heart Community of Los Angeles CA** Sisters of the Most Holy Immaculate Heart of the Blessed Virgin Mary	Mark Rowan Watson Goepel Maledy LLP 1700 - 1075 West Georgia Street Vancouver BC V6E 3C9 (604) 642-5656 (phone) (604) 683-8328 (fax)
44.	**Archdiocese of Vancouver** **The Roman Catholic Archbishop of Vancouver**	Mary Margaret MacKinnon 150 Robson Street Vancouver BC V6B 2A7
45.	**Roman Catholic Diocese of Whitehorse** The Catholic Episcopal Corporation of Whitehorse 406 Steele Street Whitehorse Yukon Y1A 2C8 (867) 667-2437 (867) 667-4713	Azool Jaffer-Jeraj Dohm, Jaffer & Jeraj 202 - 1437 Kingsway Vancouver BC V5N 2R6 (604) 871-3550 - phone (604) 871-3560 - fax
46.	**The Catholic Episcopale Corporation of Mackenzie**	Karen Trace McCuaig Desrochers LLP 2401 TD Tower 10088 102 Avenue Edmonton AB T5J 2Z1 (780) 426-4660 (phone) (780) 426-0982 (fax)
47.	**The Roman Catholic Episcopal Corporation of Prince Rupert** P.O. Box 7000 Prince George BC V2N 3Z2	Gary R. Brown Hope Heinrich Barristers and Solicitors 1598 6th Avenue Prince George BC V2L 5G7

SCHEDULE "D"
INDEPENDENT ASSESSMENT PROCESS (IAP)
FOR CONTINUING INDIAN RESIDENTIAL SCHOOL ABUSE CLAIMS

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CONSOLIDATED IAP FOR CONTINUING IRS ABUSE CLAIMS

I: COMPENSABLE ABUSE

The following categories of claims are compensable within this IAP.

1. Sexual and physical assaults, as particularized in the Compensation Rules and Instructions below, arising from or connected to the operation of an IRS, whether or not occurring on the premises or during the school year, committed by adult employees of the government or a church entity which operated the IRS in question, or other adults lawfully on the premises, where the Claimant was a student or resident, or where the Claimant was under the age of 21 and was permitted by an adult employee to be on the premises to take part in authorized school activities.

2. Sexual or physical assaults, as particularized in the Compensation Rules and Instructions below, committed by one student against another at an IRS where:

    a) the Claimant proves that an adult employee of the government or church entity which operated the IRS in question had or should reasonably have had knowledge that abuse of the kind alleged was occurring at the IRS in question during the time period of the alleged abuse, and did not take reasonable steps to prevent such abuse; or,

    b) in a case in which the proven assault is a predatory or exploitative sexual assault at the SL4 or SL5 level, the defendants do not establish on a balance of probabilities that reasonable supervision was in place at the time.

3. Any other wrongful act or acts committed by adult employees of the government or a church entity which operated the IRS in question, or other adults lawfully on the premises, which are proven to have caused serious psychological consequences for the Claimant, as particularized in and causing the harms set out in the Compensation Rules and Instructions below. These claims are referred to in this document as “other wrongful acts”

For the purposes of this document, the above claims are collectively referred to as the “continuing claims”.

II: COMPENSATION RULES

	Acts Proven	Compensation Points
SL5	• Repeated, persistent incidents of anal or vaginal intercourse. • Repeated, persistent incidents of anal/vaginal penetration with an object.	45-60
SL4	• One or more incidents of anal or vaginal intercourse. • Repeated, persistent incidents of oral intercourse. • One or more incidents of anal/vaginal penetration with an object.	36-44
SL3	• One or more incidents of oral intercourse. • One or more incidents of digital anal/vaginal penetration. • One or more incidents of attempted anal/vaginal penetration (excluding attempted digital penetration). • Repeated, persistent incidents of masturbation.	26-35
PL	• One or more physical assaults causing a physical injury that led to or should have led to hospitalization or serious medical treatment by a physician; permanent or demonstrated long-term physical injury, impairment or disfigurement; loss of consciousness; broken bones; or a serious but temporary incapacitation such that bed rest or infirmary care of several days duration was required. Examples include severe beating, whipping and second-degree burning.	11-25
SL2	• One or more incidents of simulated intercourse. • One or more incidents of masturbation. • Repeated, persistent fondling under clothing.	11-25
SL1	• One or more incidents of fondling or kissing. • Nude photographs taken of the Claimant. • The act of an adult employee or other adult lawfully on the premises exposing themselves. • Any touching of a student, including touching with an object, by an adult employee or other adult lawfully on the premises which exceeds recognized parental contact and violates the sexual integrity of the student.	5-10
OWA	• Being singled out for physical abuse by an adult employee or other adult lawfully on the premises which was grossly excessive in duration and frequency and which caused psychological consequential harms at the H3 level or higher. • Any other wrongful act committed by an adult employee or other adult lawfully on the premises which is proven to have caused psychological consequential harms at the H4 or H5 level.	5-25

Level of Harm	Consequential Harm	Compensation Points
H5	Continued harm resulting in serious dysfunction. Evidenced by: psychotic disorganization, loss of ego boundaries, personality disorders, pregnancy resulting from a defined sexual assault or the forced termination of such pregnancy or being required to place for adoption a child resulting therefrom, self-injury, suicidal tendencies, inability to form or maintain personal relationships, chronic post-traumatic state, sexual dysfunction, or eating disorders.	20-25
H4	Harm resulting in some dysfunction. Evidenced by: frequent difficulties with interpersonal relationships, development of obsessive-compulsive and panic states, severe anxiety, occasional suicidal tendencies, permanent significantly disabling physical injury, overwhelming guilt, self-blame, lack of trust in others, severe post-traumatic stress disorder, some sexual dysfunction, or eating disorders.	16-19
H3	Continued detrimental impact. Evidenced by: difficulties with interpersonal relationships, occasional obsessive-compulsive and panic states, some post-traumatic stress disorder, occasional sexual dysfunction, addiction to drugs, alcohol or substances, a long term significantly disabling physical injury resulting from a defined sexual assault, or lasting and significant anxiety, guilt, self-blame, lack of trust in others, nightmares, bed-wetting, aggression, hyper-vigilance, anger, retaliatory rage and possibly self-inflicted injury.	11-15
H2	Some detrimental impact. Evidenced by: occasional difficulty with personal relationships, some mild post-traumatic stress disorder, self-blame, lack of trust in others, and low self-esteem; and/or several occasions and several symptoms of: anxiety, guilt, nightmares, bed-wetting, aggression, panic states, hyper-vigilance, retaliatory rage, depression, humiliation, loss of self-esteem.	6-10
H1	Modest Detrimental Impact. Evidenced by: Occasional short-term, one of: anxiety, nightmares, bed-wetting, aggression, panic states, hyper-vigilance, retaliatory rage, depression, humiliation, loss of self-esteem.	1-5

Aggravating Factors Add 5-15% of points for Act and Harm combined (rounded up to nearest whole number)
Verbal abuse
Racist acts
Threats
Intimidation/inability to complain; oppression
Humiliation; degradation
Sexual abuse accompanied by violence
Age of the victim or abuse of a particularly vulnerable child
Failure to provide care or emotional support following abuse requiring such care
Witnessing another student being subjected to an act set out on page 3
Use of religious doctrine, paraphernalia or authority during, or in order to facilitate, the abuse.
Being abused by an adult who had built a particular relationship of trust and caring with the victim (betrayal)

Future Care	Additional Compensation (Dollars)
General – medical treatment, counselling	up to $10,000
If psychiatric treatment required, cumulative total	up to $15,000

	Consequential Loss of Opportunity	Additional Compensation (Points)
OL5	Chronic inability to obtain employment	21-25
OL4	Chronic inability to retain employment	16-20
OL3	Periodic inability to obtain or retain employment	11-15
OL2	Inability to undertake/complete education or training resulting in underemployment, and/or unemployment	6-10
OL1	Diminished work capacity – physical strength, attention span	1-5

Compensation Points	Compensation ($)
1-10	$5,000-$10,000
11-20	$11,000-$20,000
21-30	$21,000-$35,000
31-40	$36,000-50,000
41-50	$51,000-$65,000
51-60	$66,000-$85,000
61-70	$86,000-$105,000
71-80	$106,000-$125,000
81-90	$126,000-$150,000
91-100	$151,000-$180,000
101-110	$181,000-$210,000
111-120	$211,000 to $245,000
121 or more	Up to $275,000

Proven Actual Income Loss

Where actual income losses are proven pursuant to the standards set within the complex issues track of this IAP, an adjudicator may make an award for the amount of such proven loss up to a maximum of $250,000 in addition to the amount determined pursuant to the above grid, provided that compensation within the grid is established without the allocation of points for consequential loss of opportunity. The amount awarded for actual income loss shall be determined using the legal analyses and amounts awarded in court decisions for like matters.

III. ASSESSMENT PROCESS OUTLINE

a. Core Assumptions as to Legal and Compensation Standards

i. All Eligible CEP Recipients will, by the terms of the Approval Orders, be deemed to have released the defendants for all claims arising from their IRS attendance or experience, subject to retaining the right to resolve within this IAP their continuing claims for IRS abuse.
ii. This outline assumes that the parties have legal representation. See below for procedural modifications where Claimants represent themselves. The defendants may be represented by their employees on the same basis as by counsel.
iii. Standards for compensable wrongs and for the assessment of compensation have been defined for this IAP. The adjudicator is bound by those standards.
iv. The compensation rules set the ranges of compensation to be paid having regard to the objective seriousness of the proven act(s) and the subjective impact of proven aggravating factors and harms, as defined. An award can also be made to assist with future care.
v. Adjudicators are, subject to rights of review, empowered to make binding findings on credibility, liability and compensation within the standards set for the IAP.
vi. Where compensation is awarded to a Claimant who has been represented by counsel, a further 15% of the amount paid will be added as a contribution towards legal fees. Reasonable and necessary disbursements will also be paid. Adjudicators may resolve disputes about the disbursements to be paid.
vii. Where a review is sought by counsel for a Claimant who was unrepresented at the initial hearing, and the review is successful, an amount equal to 15% of the compensation obtained on the review beyond the initial award will be paid as a contribution towards the Claimant's legal fees for the review. Reasonable and necessary disbursements for the review will also be paid, with the review adjudicator having jurisdiction to resolve any dispute as to disbursements.

b. Resolution Processes within this IAP

i. This IAP consists of a standard track, a complex issues track, and a provision for access to the courts for the resolution of certain of the continuing claims as set out below.

ii. The complex issues track is for those continuing claims where the Claimant seeks an assessment of compensation for proven actual income losses resulting from continuing claims, and for other wrongful act claims (category OWA on page 3).

iii. At the request of a Claimant, access to the courts to resolve a continuing claim may be granted by the Chief Adjudicator where he or she is satisfied that:

- there is sufficient evidence that the claim is one where the actual income loss or consequential loss of opportunity may exceed the maximum permitted by this IAP;
- there is sufficient evidence that the Claimant suffered catastrophic physical harms such that compensation available through the courts may exceed the maximum permitted by this IAP; or,
- in an other wrongful act claim, the evidence required to address the alleged harms is so complex and extensive that recourse to the courts is the more appropriate procedural approach.

In such cases, the Approval Orders will exempt the continuing claims from the deemed release, and thereafter the matter shall be addressed by the courts according to their own standards, rules and processes.

iv. Both tracks within the IAP utilize the inquisitorial model, as defined below.

v. In the standard track, consequential harms and consequential loss of opportunity must be proven on a balance of probabilities and then proven to be plausibly linked to one or more acts proven. A finding of a plausible link does not require the negation of other potential causes of harms, but it must be based on or reasonably inferred from the evidence led in the case rather than assumptions or speculation as to possible links. Adjudicators shall have regard to their powers under Appendix X, below

vi. In the complex issues track, consequential harms, consequential opportunity losses and actual income losses must be proven to have been caused by one or more continuing claims, and compensation must be assessed within the Compensation Rules, in both matters according to the same standards a court would apply in like matters.

vii. In the standard track, when a case is ready to proceed to a hearing, the government and the Claimant may attempt to resolve the claim without a hearing, using a procedure acceptable to them for the case in question. At the request of the parties, the IAP Secretariat may assign an adjudicator to assist with efforts to resolve the claim.

viii. In the complex issues track:

- After the IAP Secretariat has determined that a case is ready to proceed to a hearing, the Claimant shall attend a preliminary case assessment hearing and answer an adjudicator's questions. The purpose of such a hearing is to provide for a preliminary assessment of credibility, and to ensure that there is a *prima facie* basis to support a claim of the nature for which the

complex track is designed. Any answers given in these proceedings are on a without prejudice basis, shall not be recorded or transcribed, and are not admissible in other phases of the hearing.

- Provided the *prima facie* basis has been made out, the adjudicator shall arrange for expert assessments as required by the standards set in this IAP.
- On the receipt of the expert and/or medical evidence or at any point if such have been waived, the government and the Claimant may attempt to settle the claim having regard to the available evidence, the preliminary assessment of credibility, and all other evidence, or the claim may proceed to a hearing.

c. Safety and Support

i. Reasonable costs for support persons for Claimants to travel to hearings will be paid.
ii. Counsellors, or at least ready access to counselling services, will be available for the hearing process.
iii. Cultural ceremonies such as an opening prayer or smudge will be incorporated at the request of the Claimant to the extent possible.

d. Materials for Adjudicator for Individual Cases

i. The IAP Secretariat will provide the adjudicator with relevant documents and witness statements (as submitted by the parties), two weeks before hearings to facilitate structured questioning.
ii. Before a hearing counsel may identify particular areas of concern or issues that they believe require extra scrutiny and may provide suggested questions. The adjudicator retains discretion on the wording of the questions put to a witness, but must explore the area proposed by counsel unless the adjudicator rules it to be irrelevant to credibility, liability or compensation in the IAP.

e. Procedure---General

i. This IAP uses a uniform inquisitorial process for all claims to assess credibility, to determine which allegations are proven and result in compensation, to set compensation according to the Compensation Rules, and to determine actual income loss claims.
ii. In this inquisitorial model, the adjudicator is responsible for managing the hearing, questioning all witnesses (other than experts retained by the adjudicator) and preparing a decision with his or her conclusions and reasons.
iii. The adjudicator's questioning must both draw out the full story from witnesses (leading questions are permitted where required to do this), and test the evidence that is given (questioning in the form of cross examination is permitted where required to do this).

iv. The role is inquisitorial, not investigative. This means that while the adjudicator must bring out and test the evidence of witnesses, only the parties may call witnesses or produce evidence, other than expert evidence.
v. The Claimant and the alleged perpetrator may give their evidence in their own words in narrative form and are subject to questioning by the adjudicator. Refusal to answer questions may result in finding that answers would have been detrimental to the witness's position.
vi. The Claimant may read a prepared statement, but this may impact credibility.
vii. The Claimant may refer to their own notes as long as the notes are produced to counsel for the defendants two weeks in advance. Notes are not evidence.
viii. The Claimant may refer to documents that are before the adjudicator.
ix. Where counsel attend hearings, they may meet with the adjudicator at intervals to suggest questions or lines of inquiry. The adjudicator must explore the proposed lines of inquiry unless he or she rules them to be irrelevant to credibility, liability or compensation in the IAP, but the adjudicator retains discretion on the wording of the questions put to a witness.
x. The parties may require the adjudicator to hear any witness who is willing to appear and who has evidence relevant to credibility, liability or compensation within the IAP, other than a medical professional or an expert witness on the issue of consequential harms, consequential loss of opportunity, or actual income loss, provided notice and a witness statement are given two weeks before the hearing. Criteria for the use of expert witnesses are set out in section (f) and Appendix VI, below.
xi. Since witnesses cannot be compelled to appear, no adverse inference is to be drawn from the failure to produce a witness who may have relevant evidence, but the report of a treatment professional may be given less weight if they are available but refuse to testify.
xii. Alleged perpetrators may be heard as of right, provided the parties are advised in advance of what their evidence will be.
xiii. Except as required to obtain medical or expert evidence, or otherwise as provided for in this IAP, hearings should be adjourned only in very exceptional circumstances, for example where the evidence of the Claimant differs so substantially from the application that it amounts to a new application.
xiv. At the conclusion of the evidence, counsel for the parties, if participating, may make brief oral submissions.
xv. Where compensable abuse is proven, compensation is awarded for acts and, if the applicable evidentiary threshold is crossed, compensation is also awarded for impacts as set out in the Compensation Rules. Unless the parties consent, expert evidence is required to establish consequential harms or consequential loss of opportunity at levels 4 or 5, or actual income loss. Such evidence may only be obtained where the adjudicator is satisfied that it is justified and necessary, or where the parties have made a joint recommendation that it be obtained.

f. Procedure---Treatment Reports and Expert Evidence (see consolidation in Appendix VI)

i. Treatment notes and clinical records are admissible to prove that the treatment was given and observations were made, but not as proof of diagnoses of psychological conditions or the opinion leading to them. Such notes and records may also be used to provide evidence of the fact of a physical injury. They may also be used by the adjudicator as the basis for lines of questions, the answers to which could provide the basis for findings of consequential harms or consequential loss of opportunity at levels 1-3. They may also support a finding of consequential harms or consequential loss of opportunity at levels 4 or 5 where the parties consent to proceeding without expert reports.

ii. If treatment notes and clinical records from treating doctors or counsellors are not available, Claimants may submit reports from treating doctors or counsellors for the same purposes, without the requirement of defence medicals, but the defendants may require the treatment professional to testify. If the treatment professional is not available, or is available but will not testify, a report remains admissible, but the adjudicator may give it less weight.

iii. Unless the parties consent, an adjudicator shall not make a finding of a physical injury for the purposes of this IAP without obtaining and considering medical evidence as to the timing, causation, and continuing impact of such injury. Where such evidence is not contained in treatment notes or clinical records, or treatment reports admitted into evidence, the adjudicator shall ask the Claimant to submit to an examination by an appropriate medical professional. Provided the Claimant has submitted to the medical assessment, as required, the adjudicator shall decide the issue having regard to the available evidence and the standard of proof, including where the results of the medical assessment are inconclusive.

iv. Except on consent, points within the compensation rules for consequential harms or consequential loss of opportunity above level 3, or compensation for actual income loss, may only be awarded where the adjudicator has obtained and considered expert assessments of the extent and causation of the harms or losses, or medical evidence as to the timing, causation and continuing effect of the alleged physical harms.

v. Where the Claimant is seeking compensation based on psychological harms at level 4 or 5 of the consequential harms or consequential loss of opportunity at levels 4 or 5 or actual income loss caused by psychological harms:

- The Claimant so indicates in the application
- The adjudicator has discretion to order an assessment by an expert. Only the adjudicator may order such assessments, and unless the parties have made a joint recommendation for such an assessment before the hearing, only after hearing the claim and making findings as to credibility, and determining that the assessment is justified by the evidence accepted and is necessary to assess compensation fairly.
- Where an assessment is ordered, the adjudicator retains and instructs an expert from a roster approved by the IAP Oversight Committee. The expert prepares a report which is tabled before the adjudicator.

- Counsel for the parties may require that the expert give oral evidence and that they be allowed to question the expert at the hearing and make submissions.
- When the parties consent to the adjudicator considering the assignment of points within those ranges, or actual income loss, without the benefit of an expert assessment, such consent does not eliminate the need for the adjudicator to be satisfied, on the civil standard of proof, that the Claimant suffers from those harms, and that they are linked to proven abuses at the IRS according to the standards in this IAP.

vi. In the complex issues track where a claim for actual income loss is being advanced, the adjudicator shall order psychiatric and medical reports as outlined above or any other expert reports required to assess and evaluate the claim.

g. Procedure--Involvement of Alleged Perpetrator At Hearing

i. An alleged perpetrator is to be heard as of right, provided the parties are advised in advance of what their evidence will be. The alleged perpetrator must submit a statement of their proposed evidence two weeks before the hearing; if they do not, counsel must share their notes, again two weeks before the hearing, of what the alleged perpetrator said when interviewed.
ii. Normally the alleged perpetrator will be heard after the Claimant. Either can be recalled to resolve a credibility issue, but this should happen rarely.
iii. The alleged perpetrator does not have a role as a party.
iv. There is no right of confrontation.
v. See Appendix III for additional provisions concerning alleged perpetrators.

h. Burden of Proof and Evidentiary Standards

i. Except as otherwise provided in this IAP, the standard of proof is the standard used by the civil courts for matters of like seriousness. Although this means that as the alleged acts become more serious, adjudicators may require more cogent evidence before being satisfied that the Claimant has met their burden of proof, the standard of proof remains the balance of probabilities in all matters.
ii. The adjudicator may receive, and base a decision on, evidence adduced in the proceedings and considered credible or trustworthy in the circumstances.
iii. The application and witness statements may be used as a basis for questioning at the hearing, and material variations from them may be used in deciding the claim, unless those variations are explained to the adjudicator's satisfaction by progressive disclosure or otherwise.
iv. At a hearing, the application form may also be used by the Claimant to assist their own recall. While the Claimant may refer to their application at the hearing, it is not evidence (other than of a prior inconsistent statement). This reflects the rules of evidence used by the courts which provide that in general, prior statements of a party can be used as admissions against interest, but not otherwise as evidence of their truth. They can also be used to demonstrate a prior inconsistent statement,

although in this IAP it is specifically recognized that progressive disclosure is a possible explanation for inconsistencies.

v. Counsel may agree on foundation and other facts and so advise the adjudicator. Such agreement binds the adjudicator. This is not to prevent the whole narrative being told if the Claimant so wishes.
vi. Relevant findings in previous criminal or civil trials, where not subject to appeal, may be accepted without further proof.
vii. An adjudicator may permit a witness to give their evidence by video-conference where such facilities are available to them, and may also permit a Claimant to do so where a medical professional provides advice that the Claimant's health prohibits them from travelling to a hearing.
viii. A Claimant may adopt their prior recorded statements, provided they remain subject to questioning by adjudicator, and provided that, without the consent of the defendants, a recorded statement is not admissible if it was made for the purpose of seeking redress for the Claimant's IRS experience.
ix. Where an alleged perpetrator has given an interview or submitted a witness statement, but thereafter does not appear at a hearing to give evidence, neither the interview notes nor the statement (including any documents submitted with it which are not otherwise admitted in evidence, and whether or not it is in the form of an affidavit) is admissible in evidence at the hearing except to the extent it contains an admission.

i. Solemnity

i. Participants and other witnesses shall give evidence under oath, by affirmation or another way that binds their conscience.

j. Setting

i. Hearings will take place in a relaxed and comfortable setting. Claimant will have a choice of location, subject to hearings being scheduled to promote economy.

k. Decision

i. The adjudicator will produce a decision in a standard format outlining key factual findings and providing a rationale for finding or not finding compensibility within the IAP and for the compensation assessed, if any.
ii. At the conclusion of the hearing, the adjudicator will advise the Claimant that the decision will be provided in writing within 30 days for standard track hearings and within 45 days for complex track hearings.
iii. The decision will normally be delivered to the Claimant via their counsel, who will be able to access health supports for the Claimant at the time the decision is shared with them.
iv. Where the Claimant is not represented by counsel, the adjudicator will also inquire at the end of the hearing into how the Claimant would like to receive the

decision, having regard to the desirability of health or family support being available at the time of receipt.

l. Review

i. For cases within the standard or complex track, any party may ask the Chief Adjudicator or designate to determine whether an adjudicator's, or reviewing adjudicator's, decision properly applied the IAP Model to the facts as found by the adjudicator, and if not, to correct the decision, and the Chief Adjudicator or designate may do so.
ii. In both the standard and the complex issues tracks, Claimants may require that a second adjudicator review a decision to determine whether it contains a palpable and overriding error.
iii. In the complex issues track, the defendants may require that a second adjudicator review a decision to determine whether it contains a palpable and overriding error.
iv. If a palpable and overriding error is found, the reviewing adjudicator may substitute their own decision or order a new hearing.
v. All reviews are on the record (no new evidence permitted) and without oral submissions.
vi. The party seeking the review may provide a short written statement of their objections to the decision (not to exceed 1500 words) and the other parties may provide a brief reply (not to exceed 1000 words). In exceptional circumstances the Chief Adjudicator may permit the parties to exceed these limits.
vii. The reply shall be provided to the party seeking the review, who may seek leave from the Chief Adjudicator to make further submissions, not to exceed 500 words. The application shall be accompanied by the proposed submissions. Leave may be granted only in exceptional cases where the Chief Adjudicator determines that the submissions respond to a significant issue raised for the first time in the reply, or seek to correct a fundamental error of fact or interpretation in the reply.

m. Consistency

i. Adjudicators may consult each other about the hearing and decision-making processes. They will attempt to conduct consistent sessions and produce decisions in a consistent fashion, and may discuss issues arising in individual cases provided they remain solely responsible for deciding the claims they have heard.
ii. The Chief Adjudicator shall implement training programs and administrative measures designed to ensure consistency among the decisions of adjudicators in the interpretation and application of the IAP.

n. Specialization of Adjudicators

i. The Chief Adjudicator shall endeavour to assign adjudicators to cases in a way which facilitates their specialization in one or more schools.

ii. In assigning adjudicators to cases within the complex issues track, the Chief Adjudicator shall have regard to their experience and/or expertise in like matters. For greater certainty, where an other wrongful act claim involves allegations of physical abuse which was grossly excessive in duration and frequency, the Chief Adjudicator shall have regard to expertise in the assessment of child abuse in the assignment of an adjudicator.

o. Privacy

i. Hearings are closed to the public. Parties, an alleged perpetrator and other witnesses are required to sign agreements to keep information disclosed at a hearing confidential, except their own evidence, or as required within this process or otherwise by law. Claimants will receive a copy of the decision, redacted to remove identifying information about any alleged perpetrators, and are free to discuss the outcome of their hearing, including the amount of any compensation they are awarded.
ii. Adjudicators may require a transcript to facilitate report writing, especially since they are conducting questioning. A transcript will also be needed for a review, if requested. Proceedings will be recorded and will be transcribed for these purposes, as well as if a Claimant requests a copy of their own evidence for memorialization. Claimants will also be given the option of having the transcript deposited in an archive developed for the purpose.

p. Self-represented Claimants

i. Self-represented Claimants (SRCs) will receive document production and witness statements on the same basis as if represented.
ii. SRCs will receive notes of what was said at any interview provided by an alleged perpetrator, and a witness statement, if provided.
iii. SRCs may submit proposed areas for scrutiny and proposed lines of questioning to the adjudicator in advance of a hearing (this will particularly apply where the alleged perpetrator or a defence witness is to give evidence).
iv. SRCs will receive the defendants' advance submissions to the adjudicator on areas/lines of questioning to be explored.
v. During a hearing, both SRCs and the defendants may suggest lines of questioning, but this will be done in the hearing room, on the record and in the presence of each other, and SRCs will be allowed to make brief closing submissions.

q. Representation of Claimants by Agents

i. Agents, whether paid by the Claimant or not, may not discharge the roles specifically established for counsel in this IAP.

r. IAP Oversight Committee

i. The Chief Adjudicator Reference Group shall be reconstituted as the IAP Oversight Committee, which shall be composed of an independent chair and 8 other members, two reflecting the interests of each of the following constituencies: former students; plaintiffs' counsel; church entities; government.

ii. The Committee shall operate by consensus to the greatest extent possible. In the event a vote is required, the Chair may vote, and a majority of seven shall be required to decide an issue, provided that if the issue would increase the cost of the IAP, whether for compensation or procedural matters, one government representative must be among the seven.

iii. The duties of the Oversight Committee are to:

- Recruit and appoint, and if necessary terminate the appointment of, the Chief Adjudicator.
- Provide advice to the Chief Adjudicator on any issues he or she brings to it.
- Recruit and appoint adjudicators, and approve training programs for them.
- Approve designates to exercise the Chief Adjudicator's review authority as set out in item l(i) above.
- On the advice of the Chief Adjudicator, renew or terminate the contract of an adjudicator.
- Recruit and appoint experts for psychological assessments.
- Consider any proposed instructions from the Chief Adjudicator on the interpretation and application of the IAP Model, and as appropriate prepare its own instructions or forward proposed instructions from the Chief Adjudicator for approval by the National Administration Committee, provided that:
    - no instruction may alter pages 2-6 of this IAP, nor the interpretation of those pages set out elsewhere in this IAP, nor the provisions of the IAP allocating claims to the standard or complex issues tracks or requiring expert evidence or medical assessments; and,
    - instructions only come into force when approved by the National Administration Committee and published by the Oversight Committee, and only bind participants who have had at least two weeks notice of the instructions before their hearing.
- Monitor the implementation of the IAP and make recommendations to the National Administration Committee on changes to the IAP as are necessary to ensure its effectiveness over time.

s. The Chief Adjudicator

i) The duties of the Chief Adjudicator are to:

- Assist in the selection of adjudicators.
- Implement training programs and administrative measures designed to ensure consistency among the decisions of adjudicators in the interpretation and application of the IAP.
- Assess on an ongoing basis the other training and mentoring needs of adjudicators and develop appropriate programs.
- Assign adjudicators to hearings and reviews or to assist with settlement discussions.
- Provide advice to adjudicators on compliance with this IAP.
- Prepare for consideration by the Oversight Committee any proposed instructions to better give effect to the provisions of the IAP.
- Receive complaints about the performance of adjudicators and as appropriate meet with adjudicators to discuss concerns and develop remedial actions to resolve same.
- Determine, in his or her exclusive authority, whether to terminate or renew the contract of an adjudicator.
- Conduct reviews as provided for in item l(i) above, or assign such to designates approved by the Oversight Committee.
- Set the policies and standards for the Secretariat and direct its operations.
- Make the final decision on a request by a Claimant for a reconsideration of a decision by the Secretariat that their application to this IAP process fails to allege matters which can be resolved within it.
- Conduct hearings as he or she determines appropriate, provided that designates have been approved for the purpose of item l(i) above.
- Carry out all other functions assigned by this IAP.
- Prepare annual reports to the Oversight Committee on the functioning of the adjudicative process under this IAP.

t. Secretariat

i. A Secretariat shall be established to support the Chief Adjudicator and to be responsible for determining whether applications fall within the terms of the IAP.
ii. Where an application fails to raise a claim which falls within the IAP, the Secretariat shall so advise the Claimant, with reasons, and provide them with the opportunity to make a further application. On the request of the Claimant, a decision to refuse to admit a claim into the IAP will be reviewed by the Chief Adjudicator, whose decision will be final.
iii. The Secretariat shall also recruit and approve a panel of interpreters.
iv. The Secretariat reports to the Chief Adjudicator.

APPENDIX I: THE APPLICATION

a) In applying to the IAP, the Claimant is asked to:
   i. List points of claim: indicate by reference to the standards for this IAP each alleged wrong with dates, places, times and information about the alleged perpetrator for each incident sufficient to identify the alleged perpetrator or in the case of adult employees permit the identification of the individual or their role at the school.
   ii. Provide a narrative as part of the application. The narrative must be in the first person and be signed by the Claimant and can be both a basis for and a subject of questioning at a hearing.
   iii. Indicate by reference to the Compensation Rules established for this IAP the categories under which compensation will be sought and, where appropriate, indicate that compensation will be sought for consequential harm and/or opportunity loss above level 3, or for actual income loss.
   iv. Include authorizations so that the defendants may produce their records as set out in Appendix VIII.
   v. Safety mechanisms will be provided in consultation with Health Canada. Where Claimants are proceeding as a group, they may negotiate to have the group administer the available safety resources.

APPENDIX II: ACCEPTANCE OF APPLICATION

i. The Secretariat will admit claims to the IAP as of right where the application is complete and sets out allegations which if proven would constitute one or more continuing claims, and where the Claimant has signed the Declaration set out in the application form, including the confidentiality provisions in the Declaration.
ii. If the case is not admitted into the IAP the Claimant will be advised why and given a chance to provide additional information. At the request of the Claimant, the Chief Adjudicator may review any final decision to refuse to admit an application into the IAP, and may confirm or reverse that decision. If the decision is reversed. the initial and any subsequent applications, or supplementary information, will be given to the adjudicator.
iii. On admitting the claim to the IAP, the Secretariat shall forward a copy of the application to the Government and to a church entity which is a party to the Class Action Judgments and was involved in the IRS from which the claim arises.
    - A church entity may waive its right to receive applications for all claims, or for defined classes of claims, by notice in writing to the Secretariat, and may amend or withdraw such waiver at any time by notice in writing.
iv. The following conditions apply to the provision of the application to the Government or a church entity:
    - The application will only be shared with those who need to see it to assist the Government with its defence, or to assist the church entities with their ability to defend the claim or in connection with their insurance coverage;
    - If information from the application is to be shared with an alleged perpetrator, only relevant information about allegations of abuse by that person will be shared, and the individual will not be provided with the Claimant's address or the address of any witness named in the application form, nor with any information from the form concerning the effects of the alleged abuse on the Claimant, unless the Claimant asks that this be provided to the alleged perpetrator;
    - Each person with whom the application is shared, including counsel for any party, must agree to respect its confidentiality. Church entities will use their best efforts to secure the same commitment from any insurer with whom it is obliged to share the application;
    - Copies will be made only where absolutely necessary, and all copies other than those held by the Government will be destroyed on the conclusion of the matter, unless the Claimant asks that others retain a copy, or unless counsel for a party is required to retain such copy to comply with his or her professional obligations.
v. Once the claim is admitted, counsel may attempt to agree on certain facts to reduce research needs.
vi. Group claims will be accepted where the individual applications of the group members have been submitted together or within a short interval; each of the Claimants has indicated their desire to proceed as a group member; the applications show commonality among group members (school, community, issues); and a

representative of the group has submitted an application to proceed as a group, demonstrating that:

- the group is an established one with evident viability and decision-making capacity;
- its members are already providing each other with support in connection with their IRS experiences or have a clear plan and realistic capacity to do so;
- the issues raised by the individuals within the group are broadly similar; and
- the group has a clear plan and intention to manage safety resources, where they desire to do so, and to achieve healthy and lasting resolution of their claims.

vii. Where a proposal to proceed as a group is not accepted, the individuals will be advised of their right to continue as individuals if their applications otherwise meet the criteria for this IAP.

APPENDIX III: INVOLVEMENT OF ALLEGED PERPETRATORS

i. The defendants will attempt to locate the alleged perpetrator to invite them to the hearing. If the alleged perpetrator is dead, cannot be located, or declines to attend, the hearing may still occur.
ii. Subject to items (iii) and (iv) below, no hearing may be set to commence until:
    - the Government has had 60 days from its receipt of the screened-in application to attempt to locate the alleged perpetrator, or in the event that contact is first attempted by a church entity with an agreement with the Government providing for a right of first contact, an additional 30 days; and
    - thereafter the alleged perpetrator has had a total of 75 additional days to seek advice on whether to participate, and if so, to provide a witness statement or be interviewed as set out below.
iii. Where the above-noted events occur prior to the expiry of the time allotted, the Government may so notify the Secretariat, and the Secretariat may schedule a hearing when the matter is otherwise ready to proceed.
iv. If a Claimant provides medical evidence that any delay in hearing their testimony involves a significant risk that they may die or lose the capacity to provide testimony, the Secretariat may schedule a hearing for the limited purpose of taking such testimony, after which the hearing shall be adjourned to allow for the location of the alleged perpetrator and the obtaining of their testimony if they decide to participate.
v. The alleged perpetrator will be provided with extracts from the application outlining the allegations made against them, to be returned at the conclusion of the process, in order to help them recall the student/incident and to determine their response. Information on the Claimant's current address or the addresses of other potential witnesses will be deleted from this material, as will information on the impacts of the alleged abuse, unless the Claimant asks that it be provided to the alleged perpetrator.
vi. Notice of the alleged perpetrator's desire to respond to allegations will be given to counsel for the Claimant at the earliest opportunity.
vii. A witness statement will be requested from the alleged perpetrator. If he or she declines to provide one, counsel for any party may request an interview with the alleged perpetrator. This would not be the equivalent of an examination for discovery, and the interview notes of what he or she said must be shared among the parties two weeks before the hearing, as must a witness statement, if provided.
viii. The witness statement, or failing that the interview notes, are a condition of the alleged perpetrator being heard by the adjudicator.
ix. Counsel and a support person for the alleged perpetrator are permitted at a hearing while the alleged perpetrator gives evidence, but the alleged perpetrator or their counsel may not attend at same time and place as the Claimant without the advance consent of the parties. Canada will pay up to $2500 for the alleged perpetrator to receive legal advice about the implications of giving evidence, plus the reasonable costs of the alleged perpetrator's attendance, and of the attendance of a support person. For greater certainty, support person in this context does not include counsel for an alleged perpetrator.
x. Where the testimony of the Claimant at a hearing differs materially from the account provided in the application which was shared with the alleged perpetrator, the

adjudicator shall prepare a summary of the new allegations and provide it to the alleged perpetrator and the parties before the alleged perpetrator gives evidence.

xi. The alleged perpetrator is a witness, not a party.

xii. The alleged perpetrator is entitled to know the results of the hearing with respect to the allegations against them, but not the amount of any compensation awarded.

APPENDIX IV: INFORMATION COLLECTION; SETTING HEARING DATE; ATTENDANCE AND PARTICIPATION AT HEARINGS

i. The defendants will collect and submit their documents to the Secretariat.
ii. Claimants will collect and submit their documents and the treatment notes and clinical records they want to rely on, or, where they cannot obtain such notes or records, will indicate the steps taken to attempt to do so.
iii. Witness statements shall be prepared and submitted by the party calling the witness.
iv. No date shall be set until the IAP Secretariat is satisfied that exchange of documents, including treatment notes and clinical records is as complete as reasonably necessary, unless a Claimant provides medical evidence that any delay in hearing their testimony involves a significant risk that they may die or lose the capacity to provide testimony. In such circumstances, the Secretariat may schedule a hearing for the limited purpose of taking such testimony, after which the hearing shall be adjourned to allow for the preparation of the case as otherwise provided for in this IAP.
v. The hearing date will be set based on the availability of the parties, counsel and the adjudicator, and on cost effectiveness having regard to the location and the number of hearings to be held in any one place in a given time frame.
vi. The Claimant may attend a hearing where the alleged perpetrator gives evidence without that individual's consent. This is based on the Claimant being a party, and needing to be aware of all evidence to raise possible lines of questioning and make submissions if unrepresented, or to instruct counsel if represented.
vii. Given the non-adversarial nature of this IAP and the neutral, inquisitorial role played by the adjudicators under it, as well as the need to respect the safety of the Claimant, neither an alleged perpetrator nor counsel for an alleged perpetrator may attend while the Claimant gives evidence, without the Claimant's advance consent. Where counsel for a church entity also acts for an alleged perpetrator, this means that they may not attend the hearing while the Claimant gives evidence without the Claimant's advance consent. Government representatives may always attend this part of the hearing, as may representatives of church entities who are parties to the Class Action Judgments except their counsel if he or she is also acting for an alleged perpetrator in the case.
viii. Support persons attend hearings to help ensure the health and safety of the Claimant during a stressful event. Their focus needs to be on how the Claimant is handling the stress they face. Accordingly support persons should not become distracted from that goal by seeking to become a participant in the proceedings, for example, by attempting to give evidence. If it becomes necessary for a support person to give evidence, they should be sworn (or affirmed) as a witness, but only after the adjudicator is satisfied that appropriate arrangements for the safety of the Claimant are in place.
ix. Finally, since the central purpose of the hearing is an assessment of credibility, counsel or representatives of any party must refrain from speaking to a witness about the evidence in the case once that witness begins giving evidence and until their evidence is complete. An adjudicator may authorize an exception to this where he or she is of the view that the discussion is necessary to elicit evidence from the witness in a timely manner.

APPENDIX V: CRITERIA FOR THE SELECTION OF ADJUDICATORS

i. Law degree from a recognized university. Consideration will also be given to candidates with a combination of related training and/or significant experience
ii. Knowledge of and sensitivity to Aboriginal culture and history
iii. Knowledge of and sensitivity to sexual and physical abuse issues
iv. Knowledge of personal injury law
v. Knowledge of damages assessment
vi. Ability to interview or examine witnesses
vii. Ability to elicit useful evidence in a concise manner
viii. Ability to act in an impartial manner
ix. Respect for all parties involved
x. Demonstrated ability to assess credibility and reliability
xi. The ability to work under pressure and to write clear, concise and well-reasoned decisions that take into account evidence, submissions, the rules and policies of this IAP, within required deadlines
xii. The ability to work effectively with staff and participants from diverse backgrounds
xiii. Computer literacy and superior communication and writing skills
xiv. Personal suitability including an aptitude for adjudication, fairness, good listening skills, open-mindedness, sound judgment, tact, and comfort with complex and/or sensitive issues
xv. Willingness and ability to travel across Canada or within a designated region, including to First Nations communities, using various modes of transportation
xvi. Flexibility and availability to be called for hearings on an as required basis

APPENDIX VI: CONSOLIDATION OF PROVISIONS CONCERNING EXPERT AND MEDICAL EVIDENCE

This IAP seeks to confine the use of expert witnesses to matters where their evidence is essential, and to eliminate the prospect of competing reports from experts on the same issue. This will produce significant savings in cost and time.

This Appendix consolidates and provides additional instructions on the IAP's provisions concerning medical and expert evidence in four categories:

1. Treatment reports
2. Psychiatric assessments
3. Medical assessments
4. Vocational and actuarial assessments.

1. Treatment Records

Treatment notes and clinical records prepared in the normal course of the Claimant dealing with their injuries, whether physical or psychological, are admissible as of right to help the adjudicator decide the particular case. In this connection, this IAP provides as follows:

- The Claimant may submit treatment notes and clinical records from treating doctors or counsellors, or if such are not available, a report from treating doctors or counsellors, as of right, subject to notice and disclosure as provided for in this IAP.
- This includes records of and reports from customary or traditional counsellors or healers.
- The defence may not require a defence medical, but may ask that the person who provided the treatment give evidence at the hearing.
- If the person who prepared a treatment report is dead or not available, then the report may be admitted subject to the adjudicator being able to give it less weight
- Where the person who provided the treatment gives evidence, only the adjudicator may question them, and the questioning may explore the treatment professional's qualifications as well as the records and report.
- Treatment notes and clinical records are admissible to prove that the treatment was given and observations were made, but not as proof of diagnoses of psychological conditions or the opinion leading to them. Such notes and records may be used to provide evidence of the fact of a physical injury. They may also be used by the adjudicator as the basis for lines of questions, the answers to which could provide the basis for findings of consequential harms or consequential loss of opportunity at levels 1-3. They may also support a finding of consequential harms or consequential loss of opportunity at levels 4 or 5 where the parties consent to proceeding without expert reports.

2. Psychiatric and Psychological Assessments

Assessments prepared for litigation purposes raise different issues. They are very dependent on the information given to the expert as the basis for the report. That information is generally limited to the Claimant's version of events, and can differ from the evidence presented at a hearing, or found credible by the adjudicator. Where the Claimant obtains such an assessment, normally the defendants would as well, quite often leading to a series of complex contradictions between the assessments.

As a result, this IAP adopts a more restrictive approach to assessments. Only the adjudicator may order such assessments, and, unless the parties have made a joint recommendation to the contrary, only after hearing the claim and making preliminary findings as to credibility, and determining that ordering an assessment is justified by the evidence accepted and is necessary to assess compensation fairly. In such circumstances the adjudicator will retain an expert from a roster agreed to by the IAP Oversight Committee, and that expert's assessment will be considered as set out below in assessing compensation. This can only be done where consequential harms or opportunity losses at levels 4 or 5, or actual income losses are in issue.

Except on consent, points within the compensation rules for consequential harms or consequential loss of opportunity above level 3, or compensation for actual income loss, may only be awarded where the adjudicator has obtained and considered an expert's assessment of the extent and causation of the alleged psychological harms (or medical evidence as to the timing, causation and continuing effect of the alleged physical harms: see below).

The following summarizes the approach to psychiatric and psychological evidence:

- An adjudicator has the discretion to order an assessment by an expert. Only the adjudicator may order such assessments, and unless the parties have made a joint recommendation for such an assessment before the hearing, only after hearing the claim and making findings as to credibility, and determining that the assessment is justified by the evidence accepted and is necessary to assess compensation fairly.
- Where an assessment is ordered, the adjudicator retains an expert from a roster approved by the IAP Oversight Committee, and thereafter, the following principles apply:
    - The expert is to be provided with the transcript of the hearing, and any records filed at the hearing that are relevant to the proposed assessment, all on a confidential basis. The parties shall be advised of which records are provided to the expert.
    - The adjudicator is to brief the expert on his or her preliminary findings, so that the assessment may be conducted on the basis of the facts likely to be found, and shall instruct the expert to refrain from making any findings as to credibility.

- The adjudicator shall give significant regard to the expert's opinion on the level of harm and on its causation pursuant to the standards in this IAP.

- After reviewing the expert's report, any party may require that the expert give evidence, and any party may question them.
- When the parties consent to the adjudicator considering the assignment of points within those ranges without the benefit of an expert assessment, such consent does not eliminate the need for the adjudicator to be satisfied, on the civil standard of proof, that the Claimant suffers from those harms, and that they are linked to proven continuing claims according to the standard provided for in this IAP.

3. Adjudicator-ordered Medicals to Assess Physical Injuries

- Unless the parties consent, an adjudicator shall not make a finding of a physical injury for the purposes of this IAP without obtaining and considering medical evidence as to the timing, causation, and continuing impact of such injury. Where such evidence is not contained in treatment notes or clinical records admitted into evidence, the adjudicator shall ask the Claimant to submit to an examination by an appropriate medical professional. Provided the Claimant has submitted to the medical assessment, as required, the adjudicator shall decide the issue having regard to the available evidence and the standard of proof, including where the results of the medical assessment are inconclusive.
- The parties shall endeavour to agree on the medical professional who will conduct the assessment. If they cannot, the adjudicator, with the assistance of the Secretariat, shall select an appropriate individual.
- In both circumstances, the professional is to be retained by the Secretariat and shall take instructions from and report to the adjudicator. The retainer shall be conditional on the professional being willing to testify if required.
- Where a report has been obtained, the parties may require that the professional attend the hearing (or its resumption) and give evidence.
- The same standard for questioning will apply here as for treatment reports: the adjudicator does the questioning, and the questioning can explore the examiner's qualifications as well as the records and report.

4. Actual Income Loss Assessments

- In the complex issues track where a claim for actual income loss is being advanced, the adjudicator shall order expert reports or medical assessments as set out above.
- At the request of a party, the adjudicator shall also order any other expert reports required to assess and evaluate the claim in accordance with the above procedure for obtaining medical assessments.

APPENDIX VII: MANDATORY DOCUMENT PRODUCTION BY CLAIMANTS

Following the receipt of a completed application form, and the acceptance of an individual into the IAP, relevant documents must be exchanged. This appendix outlines the documents a Claimant must produce, or explain the absence of, as a condition of proceeding to a hearing with a claim seeking particular kinds of compensation within the Compensation Rules.

This appendix does not outline other kinds of documents which could assist a Claimant in proving their claim. These will be admissible as provided for in this IAP. The kinds of documents the defendants will produce are outlined in a separate appendix.

In terms of proving the abuse itself, no documents are required from Claimants, although Claimants are free to produce documents to support their claim.

1. TO PROVE CONSEQUENTIAL HARMS

LEVELS 3, 4 AND 5

- Treatment records which are relevant to the harms claimed (including clinical, hospital, medical or other treatment records, but excluding records of counselling obtained to help ensure safety while pursuing an IRS claim). In the complex issues track, records from general practitioners, clinics or community health centres are deemed to be relevant unless the defendants consent to the contrary.
- Workers' Compensation records, if the claim is based in whole or in part on a physical injury.
- Corrections records (insofar as they relate to injuries or harms).

LEVELS 1 AND 2

None required

2. TO PROVE CONSEQUENTIAL LOSS OF OPPORTUNITY

LEVELS 3, 4 AND 5

- Workers' Compensation records, if the claim is based in whole or in part on a physical injury.
- Income Tax records (if not available, then EI and CPP records)
- Treatment records which are relevant to the asserted basis for the opportunity loss (including clinical, hospital, medical or other treatment records , but excluding records of counselling obtained to help ensure safety while pursuing an IRS claim). In the complex issues track, records from general practitioners, clinics or community health centres are deemed to be relevant unless the defendants consent to the contrary.

- Secondary (non-residential) school and post-secondary school records.

LEVEL 2

- Workers' Compensation records, if the claim is based in whole or in part on a physical injury.
- Income Tax records, or at the Claimant's choice, EI and CPP records
- Secondary (non-residential) school and post-secondary school records.

LEVEL 1

None required.

3. TO ESTABLISH A NEED FOR FUTURE CARE

None required, but a treatment plan should be submitted to support any claim for future care in any case where the Claimant is represented by counsel or is otherwise in a position to prepare one.

APPENDIX VIII: GOVERNMENT DOCUMENT DISCLOSURE

The government will search for, collect and provide a report setting out the dates a Claimant attended a residential school. There are several kinds of documents that can confirm attendance at a residential school, and as soon as one or more are found which deal with the entire relevant period, further searches will not be undertaken.

The government will also search for, collect and provide a report about the persons named in the Application Form as having abused the Claimant, including information about those persons' jobs at the residential school and the dates they worked or were there, as well as any allegations of physical or sexual abuse committed by such persons, where such allegations were made while the person was an employee or student.

Upon request, the Claimant or their lawyer will receive copies of the documents located by the government, but information about other students or other persons named in the documents (other than alleged perpetrators of abuse) will be blacked out to protect each person's personal information, as required by the Privacy Act.

The government will also gather documents about the residential school the Claimant attended, and will write a report summarizing those documents. The report and, upon request, the documents will be available for the Claimant or their lawyer to review.

In researching various residential schools to date, some documents have been, and may continue to be, found that mention sexual abuse by individuals other than those named in an application as having abused the Claimant. The information from these documents will be added to the residential school report. Again, the names of other students or persons at the school (other than alleged perpetrators of abuse) will be blacked out to protect their personal information.

The following documents will be given to the adjudicator who will assess a claim:

- documents confirming the Claimant's attendance at the school(s);
- documents about the person(s) named as abusers, including those persons' jobs at the residential school, the dates they worked or were there, and any sexual or physical abuse allegations concerning them;
- the report about the residential school(s) in question and the background documents; and,
- any documents mentioning sexual abuse at the residential school(s) in question.

With respect to student-on-student abuse allegations, the government will work with the parties to develop admissions from completed examinations for discovery, witness or alleged perpetrator interviews, or previous DR or IAP decisions relevant to the Claimant's allegations.

APPENDIX IX: INSTRUCTIONS FOR ADJUDICATORS

I. APPLICATION OF THE COMPENSABLE CLAIMS CRITERIA

In this IAP, compensation will be paid for all proven continuing claims, but not otherwise.

It is the adjudicator's responsibility to assess the credibility of each allegation, and, for those allegations which are proven on the civil standard, to determine whether what has been proven constitutes a continuing claim under this IAP.

The criteria for a continuing claim flow from, but may differ from, established case law on vicarious liability and negligence. Adjudicators are not to have reference to case law on vicarious liability or negligence. The compensability of proven continuing claims must be determined only by reference to the terms of this IAP, including instructions issued pursuant to it.

A. Physical or Sexual Abuse Committed by an Adult

1. Where the victim was a student or resident

Where a sexual or physical assault was committed on a resident or student of an IRS by an adult, the following tests must be met:

a) Was the alleged perpetrator an adult employee of the government or a church entity which operated the IRS in question? If so, it does not matter whether their contract of employment was at that IRS.

b) If the alleged perpetrator was not an adult employee, were they an adult lawfully on the premises?

c) Did the assault arise from, or was its commission connected to, the operation of an IRS? This test will be met where it is shown that a relationship was created at the school which led to or facilitated the abuse. If the test is met, the assault need not have been committed on the premises.

2. Where the victim was not a student or resident

Where a sexual or physical assault was committed by an adult on a non-student, the following tests must be met:

a) Was the alleged perpetrator an adult employee of the government or a church entity which operated the IRS in question? If so, it does not matter whether their contract of employment was at that IRS.

b) If the alleged perpetrator was not an adult employee, were they an adult lawfully on the premises?

c) Was the Claimant under the age of 21 at the time of the assault?

d) Did an adult employee give the Claimant permission i) to be on the premises ii) for the purpose of taking part in school activities?

e) Did the assault arise from, or was it connected to, the operation of the school? This test will be met where it is shown that a relationship was created at the school which led to or facilitated the abuse. If the test is met, the assault need not have been committed on the premises. The permission to be on the premises for an organized activity creates the circumstances in which an assault may be compensable if the other tests are met, but it does not also circumscribe the location in which an assault must have been committed to qualify as one which arose from or was connected to an IRS.

B. Sexual or Physical Assaults Committed by a Student

Where a proven incident of predatory or exploitative sexual abuse at levels SL4 or SL5 was committed by another student, the following tests must be met:

a) Did the assault take place on IRS premises?

b) Was the sexual assault of an exploitative or predatory nature?

c) Has the government failed to prove that reasonable supervision was in place at the school?

In this connection:

A sexual assault is deemed to have been predatory or exploitative where the perpetrator was significantly older than the victim, or where the assault was occasioned by threats, coercion or violence.

For greater certainty, the fact of a sexual assault having taken place at an IRS does not itself prove that reasonable supervision was not in place.

In all other instances where a defined sexual assault (including those at the SL4 or SL5 level which are not predatory or exploitative) or a defined physical assault was proven to have been committed by another student, the following tests must be met:

a) Did the assault take place on school premises?

b) Did an adult employee of the IRS have, or should they reasonably have had, knowledge that abuse (i) of the kind proven was occurring at the IRS (ii) at the relevant time period?

c) Did an adult employee at the IRS fail to take reasonable steps to prevent the assault?

C. Additional Instructions re Physical Assaults

1. Since a physical injury is required to establish a compensable physical assault in this IAP, a need for medical attention or hospitalization to determine whether there was an injury does not establish that the threshold had been met.

2. 'Serious medical treatment by a physician' does not include the application of salves or ointment or bandages or other similar non-invasive interventions.

3. Loss of consciousness must have been directly caused by a blow or blows and does not include momentary blackouts or fainting.

4. Compensation for physical abuse may be awarded in this IAP only where physical force is applied to the person of the Claimant. This test may be deemed to have been met where:

-the Claimant is required by an employee to strike a hard object such as a wall or post, such that the effect of the force to the Claimant's person is the same as if they had been struck by a staff member;

provided that the remaining standards for compensation within this IAP have been met.

D. Other Wrongful Acts

This category is intended to provide compensation for wrongful acts not listed within the Compensation Rules which have caused the defined level of psychological consequential harms. If the basis for a claim being asserted in this category is described in another category, the latter must be applied to the claim.

Because of the novel nature of these claims, and the importance of establishing a clear causal connection between such acts and the defined level of psychological consequential harms, these claims are handled only in the complex issues track.

For the purpose of this category, a wrongful act, other than the specified act of physical abuse of grossly excessive duration and frequency, is one which

a) was committed by an adult employee or another adult lawfully on the premises,

b) is outside the usual operational practices of the IRS at the time in question, and,
c) exceeds recognized parenting or caregiving standards at the time.

Once an act or series of acts have been found to be wrongful, and not to be captured in another part of the Compensation Rules, then unless the parties consent to the contrary, the adjudicator must order the psychiatric or medical reports necessary to determine whether harms at the H4 or H5 level were caused by the act or acts.

In all OWA claims, the standard for proof of causation and the assessment of compensation within the Compensation Rules is the standard applied by the courts in like matters.

II. APPLICATION OF THE COMPENSATION RULES

Compensation for proven continuing claims is to be determined exclusively pursuant to the Compensation Rules. The Rules are designed to ensure that compensation is assessed on an individualized basis. While the abuse suffered is an important indicator of the appropriate level of compensation, so too are the circumstances in which the abuse was suffered by the individual, and the particular impacts it had on him or her.

The Compensation Rules were expressly designed to avoid a mechanistic approach to compensation by recognizing that a relatively less serious act can have severe consequences, and vice versa. They accomplish this goal by requiring both an objective assessment of the severity of the abusive act, and then a distinct and highly subjective assessment of how that act affected the individual Claimant. Accordingly, the categories defining acts and harms must be assessed separately, and the words in each category must be read purposively within their respective contexts.

In particular, in determining the level of harm suffered by a Claimant, adjudicators are to consider each of the five categories as a whole, and in relation to the other categories, rather than focussing on isolated words within a given category. This IAP calls for a contextual consideration, having particular regard to the headings for each category, in order to determine which of the categories best reflects the Claimant's proven level of harms resulting from compensable abuse.

1. The Proven Acts

The first step in applying the framework is to determine which acts of abuse have been proven on the civil standard of proof. The most serious act or acts of proven abuse, whether physical or sexual, determines the single range within which points for all abusive acts suffered over the course of attendance at one or more residential schools are to be assigned. Multiple acts of either physical or sexual abuse are recognized in the definitions of the categories of abuse; the impact of sexual abuse being accompanied by physical abuse is dealt with later as an aggravating circumstance.

Once the most serious category among the proven act categorizations has been determined, a point total will be assigned within that category's range. The adjudicator has the discretion to choose the point level within that range, having regard to the relative seriousness of the proven acts compared to the acts listed within that category. For example, in the category of nude photographs it is expected that a single photo of nude buttocks retained by the photographer would be assigned fewer points for the act itself than a series of highly sexualized photos which had been put into wide distribution. The potential for an individual to suffer a high degree of trauma from an objectively less serious act is recognized, but is to be addressed in the harms categories within the framework, rather than by increasing the points otherwise appropriate for the act itself.

2. Consequential Harms

After the assignment of points for the proven acts has been determined, the next step is to assess any proven consequential harms which flowed from the proven acts, including those which were subsumed for the purpose of assigning points to the acts. This is done by reference to the consequential harms categories.

A Claimant must provide evidence or there must be expert evidence to prove each asserted harm on the balance of probabilities. In the standard track, once a compensable act and a compensable harm have each been established on the evidence according to a balance of probabilities, only a plausible link between them need be established in order for compensation to be awarded for them. A finding of a plausible link does not require the negation of other potential causes of harms, but it must be based on or reasonably inferred from the evidence led in the case rather than assumptions or speculation as to possible links. Adjudicators shall have regard to their powers under Appendix X, below.

In the complex issues track, harms must be proven to have been caused by one or more continuing claims, and compensation must be assessed within the Compensation Rules, using the same standards a court would apply in like matters.

Harms not proven to be linked to or caused by acts constituting compensable abuse may not be taken into account in assessing points in the harms categories.

Harms up to and including H3 are not to be the subject of expert assessments, although treatment notes and clinical records from treating doctors or counsellors, or if such are not available, a report from treating doctors or counsellors may be relied upon to supplement or contradict the Claimant's evidence of harms suffered. Where a Claimant's evidence credibly establishes the abuse plus apparent harms at levels 4 or 5, or on the joint recommendation of the parties before the hearing, the adjudicator may order an expert assessment. Only where such an assessment has been obtained and considered, or where the parties consent to points at these levels being considered without such an assessment, may the adjudicator find that harms at the two highest levels have been proven and were caused by the proven abuse.

Points for consequential harm are assessed only once, at the level of harm which best reflects the evidence in the case and the causation standards of this IAP. Within the range for that level, the adjudicator has the discretion to determine the points to be assigned. Again, the relative gravity of the harm within the appropriate category will determine where within the applicable range the points should be assigned.

3, Aggravating Circumstances

The adjudicator must then determine whether any of the listed aggravating factors have been proven on the civil standard of proof. Only the specific aggravating factors listed in this IAP may be taken into account in assessing this category. Provided such factors are specifically proven, and are proven to have made the compensable abuse worse, they may be taken into account whether or not they were coincident in time and place with such abuse.

Once these tests have been met, the adjudicator has the discretion to determine a percentage to be added for one or more proven aggravating factors collectively. This discretion is to be exercised having regard to the seriousness of the aggravating factor in the specific context in which it occurred, including the impact the factor actually had on the Claimant. No other aggravating factors may be considered.

The percentage for aggravating factors is then applied to the total of the points assigned for the acts and the harms. The resulting number of points for aggravating factors is then rounded up to the nearest whole number.

4. Consequential Loss of Opportunity

Where the Claimant has asserted that the abuse caused them to suffer a consequential loss of opportunity, the adjudicator will then consider that part of the claim. Two aspects must be taken into account. First, the Claimant must prove, on the civil standard of proof, one or more of the circumstances or experiences listed in this part of the Rules, with expert evidence being required to establish the harms leading to the losses at levels 4 or 5 unless the parties have agreed to dispense with it. Second, in the standard track he or she must convince the adjudicator that there is a plausible link between the abuse proven to have occurred at the IRS, and the proven subsequent experience. In the complex track, consequential loss of opportunity must be proven to have been caused by one or more continuing claims, and compensation must be assessed within the Compensation Rules, using the standards a court would apply in like matters.

Where this proof is established, the adjudicator will then select the range of points reflecting the most serious proven loss linked to the abuse according to the standards for the track in question, and assign a point total within that range. Within the appropriate range the adjudicator will assign points based on the relative seriousness within the category of the proven experiences.

It is important to note that consequential loss of opportunity within the compensation framework is not intended as a surrogate for a loss of income claim. Actual income loss claims constitute a distinct basis for compensation within this IAP, and the standards for their assessment do not apply to consequential loss of opportunity claims.

5. Actual Income Loss

Except on consent, actual income loss claims must be determined on the basis of expert evidence. The link between any proven actual income losses and the proven continuing claim must be established, and compensation must be assessed, using the same standards a court would apply in like matters.

Actual income loss claims are an alternative to a claim for consequential loss of opportunity, and both cannot be awarded.

6. Assessment of Compensation

All points assigned will now be totalled. This total determines the dollar range within which compensation can be awarded (except for the actual income loss element of an award), but it does not determine where within that range the adjudicator will award compensation. While a higher number of points within a range will normally lead to a higher level of compensation, the adjudicator has the discretion to determine compensation within the applicable dollar range having regard to the totality of the proven facts and impacts.

7. Future Care

Finally, where a claim has been made for future care, the adjudicator will consider whether to award additional compensation within and according to the criteria in the Compensation Rules. Relevant factors here will include the impacts of the proven abuse on the individual; any treatment already received for those impacts; the availability of treatment in the Claimant's home community and the need for assistance with travel costs; and the availability of alternative sources of funding for parts of the plan.

No award for future care shall be made unless the adjudicator is satisfied that the Claimant has a need for treatment of the kind proposed, and a genuine desire to use the funding for that purpose. In most cases, this will be evidenced by a treatment plan and an articulated and credible determination to follow that plan.

8. Conclusion

The compensation framework is designed to provide an individual assessment of abuse suffered and its impact to generate compensation levels consistent with or more generous than court awards in each jurisdiction, using in a systematic and transparent way the factors applied by the courts. In the interests of fairness and consistency, all adjudicators must follow these instructions in applying the framework to the cases before them.

APPENDIX X: THE USE OF EXTRA-CURIAL KNOWLEDGE BY ADJUDICATORS

INTRODUCTION

A number of issues will arise concerning the ability of adjudicators to make use of information obtained or known beyond that provided by the parties in each individual case. There are several aspects to this matter:

-use of background information and/or personal knowledge, for example on

-schools
-child abuse and its impacts
-the residential school system

-carry-forward of information from hearing to hearing, for example on

-alleged perpetrators and the *modus operandi* of proven perpetrators
-conditions at a school
-credibility findings

-use of precedents from other adjudicators

-ability of adjudicators to confer

The approach to be taken to these issues is set out below, by reference to the source of the information in question.

1. Orientation Materials Provided to Adjudicators

Adjudicators will be supplied with orientation materials on the residential school system and its operations, as well as on child abuse and its impacts.

If any of the orientation materials are specifically identified as containing uncontested facts or opinions, they may be used as follows:

> Adjudicators are expected to inform themselves from this material. They may use it to question witnesses, but also to make findings of fact and to support inferences from evidence they find credible, for example to conclude that trauma of a certain kind can be expected to flow from a sexual assault on a child. These latter uses of this information are justified by the fact that representatives of all interests have agreed to its inclusion in the orientation materials for this use, and all participants in a hearing will have access to the orientation materials.
>
> Wherever possible the adjudicator should use the information at the hearing to formulate questions to any witnesses who may be able to

comment on it, or whose testimony it may contradict, support, or help explain. Where this is not possible, the proposed use in reaching a decision should be identified to the parties at the hearing to give them a chance to comment on it in their submissions, but so doing is not a condition precedent to the proposed use.

Where the material is used in coming to a finding of fact, or drawing an inference, it should be cited and its relevance and the rationale for its use set out in the decision.

Where orientation information provided to adjudicators does not represent uncontested facts or opinions, it may be used by adjudicators as follows:

Adjudicators may use this category of orientation materials as a basis for questioning witnesses, or testing the evidence, but may not rely on it as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

2. Personal Knowledge of Abuse and its Impacts

Some adjudicators may bring to the job an extensive background in dealing with child abuse, or may receive information on child abuse and its impacts at training sessions or continuing education programs, or through their own reading or research.

The approach to the use of this kind of information is as follows:

Adjudicators may use their personal knowledge, training they have received, or general educational materials, as a basis for questioning witnesses, or testing the evidence, but may not rely on them as an independent basis for their conclusions of fact or their assessment of the actual impact of abuse on an individual.

3. Document Collections

Adjudicators will be provided with Canada's, and potentially a church's, document collection on each school for which they are holding hearings. This material will also be available to Claimants and their counsel.

The approach to the use of this kind of information is as follows:

Adjudicators are expected to inform themselves from this material, which may be used as a basis for findings of fact or credibility. Where any of it is so used by adjudicators, it must be cited and its relevance and the rationale for use set out in the report.
Because this information is specific to the school in question and is provided in advance, it is expected that adjudicators will be familiar with it

> before starting a hearing to which it is relevant. Given this, before relying on specific documents to help decide a given case, the adjudicator should seek the consent of the parties, or put the relevant extracts to any witnesses who may be able to comment on them, or whose testimony they may contradict or support. Where there are no such witnesses, or where one or more parties contest the use of the documents, the adjudicator may still use them in his or her decision, but wherever possible should advise the parties of the proposed use of the document so that they may address it in their submissions.

4. Previous findings

Adjudicators will hear evidence about, and make findings of fact about, the operations of various schools, their layouts, the conditions that pertained in them, the acts and knowledge of adult employees, and where an individual is found to have committed a number of assaults in a particular way, their *modus operandi*.

The approach to the use of this kind of information is as follows:

> Adjudicators must treat each individual's claim as a unique claim to be determined on the evidence presented, plus information expressly permitted to be used according to the guidelines agreed to for this process. They may not carry forward, much less be bound by, previous findings they have made, including findings of credibility.
>
> They may, though, use information from previous hearings to inquire about possible admissions, or failing that, to question witnesses. This ability to bring forward information from previous hearings for these specific purposes flows from the fact that this IAP is not a party-controlled adversarial process. Instead, the inquisitorial model is being used to have adjudicators inquire into what happened, using their skills and judgment to question witnesses to determine the facts.
>
> While it would not be fair to base a decision on evidence from a previous hearing, since some or all of the parties would not know its context, and would be unable to challenge its reliability, it is also not appropriate to insist that adjudicators act as if each case were their first one. Their job requires them to test evidence and determine what happened. While they cannot call witnesses, it is their duty to question them, and they must be free to pose questions and follow lines of inquiry they believe to be relevant. Whether that belief flows from common sense, instinct, or something heard at another hearing, it is appropriate as a basis of inquiry, although, in the absence of an admission, not as evidence.

5. Stare decisis

Although reasons will be issued in each case, the IAP will not operate on the basis of binding precedent. All adjudicators are of equal authority, and should not consider themselves bound by each other's previous decisions. Through conferencing, adjudicators may come to a common interpretation of certain procedural issues, but each case must be determined on its own merits.

APPENDIX XI: TRANSITION FROM LITIGATION OR ADR PROJECTS, AND PRIORITIES FOR ACCESS TO THE IAP.

All IRS Claimants who meet the criteria for this IAP may apply to it for the validation of their claim except:

1. Claimants who have settled their IRS claim, whether in the litigation stream or the existing DR, except as provided for in the transition rules established by the Class Action Judgments.
2. Claimants whose claims have been dealt with at trial.

For greater certainty, participation in unsuccessful resolution discussions with the Government or a church in an attempt to settle claims does not preclude access to the IAP. Only where one of the above conditions applies will an application to enter the new process be rejected.

Rules for Pre-existing Evidence

Where a Claimant who has given evidence in a previous IRS proceeding in a pilot project, or in a hearing under the DR Model or this IAP (where a new hearing has been ordered following a review), or in litigation proceedings (including answers to interrogatories or participation in an examination for discovery), wants to and is eligible to enter the IAP:

(i) the record of the previous evidence must be provided to the adjudicator in the IAP, who may use it as a basis to question the Claimant;

(ii) the Claimant must appear before the adjudicator to give evidence, if a hearing is held;

(iii) the Claimant may adopt their previous evidence rather than provide a narrative account at the hearing;

(iv) the Claimant is subject to questioning by the adjudicator on the same basis as other Claimants.

The fact that a case is transferred from litigation where documentary rules are different does not change the kinds of documents permitted in proceedings under the IAP. For greater certainty, the only expert assessments permitted in this IAP are those conducted by an agreed-upon expert on the order of, and under the direction of, an adjudicator.

Potential for Expediting the Transfer

To expedite transition to the new system, and reduce the burden of completing an application in circumstances where the Claimant has already given evidence, counsel for

the Government and the claimant should endeavour to develop an agreed statement of fact on some or all of the issues based on the evidence given.

Phasing of Acceptance into the IAP

In considering applications to the IAP, including applications to the DR Model which are transferred to the IAP, priority will be given, in order, to:

a) Applications from persons who submit a doctor's certificate indicating that they are in failing health such that further delay would impair their ability to participate in a hearing;
b) Applications from persons 70 years of age and over;
c) Applications from persons 60 years of age and over;
d) Persons who have completed examinations for discovery;
e) Persons who are applying as members of groups.

Among persons in categories d or e, above, the health of any alleged perpetrator who has indicated they will give evidence at a hearing may be used to establish priority.

APPENDIX XII: FORMAT FOR DECISIONS

Adjudicators must produce a decision outlining and supporting their findings in each case. To help ensure consistency, fairness and efficiency, these decisions must be prepared in a standard format.

The decisions are primarily to explain to the parties how the adjudicator's decision was reached, but they must also support and facilitate consultation among adjudicators, and review for error.

The format does not contemplate a narrative exposition of the evidence heard. Instead, it requires a focus on findings, and the rationale for those findings. A transcript of the evidence will be available for Claimants who wish a record of their testimony; it is not the purpose of the report to provide such a record. Similarly, the transcript will be available for a review; the evidence need not be summarized in the decision for those purposes.

While an arbitrary page limit will not be set, it is expected that most decisions will be in the range of 6-10 pages. The approved format is as follows:

A. Summary

1. Summary of allegations

2. Summary of conclusions

B. Decision

Where the claim was proven in whole or in part state the compensation awarded. Where the claim is not established, state that it is dismissed.

C. Analysis

1. Outline each specific allegation or linked series of allegations, and set out the findings of fact pertinent to it. Do not outline the evidence as a whole.

2. In making findings for each abuse allegation or series of linked abuse allegations:

    a. if the evidence was uncontradicted, indicate whether, and the basis on which, it was found credible or not credible, or
    b. if there was conflicting evidence, indicate which evidence was found credible and why, and
    c. having regard to the evidence found credible, outline whether, and the basis on which, the civil standard of proof was found to have been met, or not met.

3. Having regard to the proven allegations as a whole, outline the harms, impacts and aggravating factors found, or not found, to have been established on the civil standard of proof, along with the basis for those findings. For the proven harms and impacts, indicate whether, and on what evidence, the Claimant has established causation of the proven harms as required under this IAP.

4. In relation to the proven acts, and the proven and plausibly-linked harms and impacts, outline the calculation of compensation by indicating:

    a. The most serious proven acts, the applicable range, and the rationale for the points assessed within the applicable range
    b. The most serious proven harms for which causation pursuant to this IAP has been proven, the applicable range, and the rationale for the points assessed within the applicable range.
    c. The proven aggravating factors, and the rationale for the percentage found appropriate.
    d. The most serious proven opportunity loss for which causation pursuant to this IAP has been proven and the rationale for the points assessed within the relevant category.
    e. In the case of an actual income loss assessment, the evidence and caselaw relied upon for the assessment.
    f. Findings and rationale for any future care compensation assessed.

APPENDIX XIII TO THE IAP: APPOINTMENT PROCESSES AND TRANSITION PROVISIONS FOR THE OVERSIGHT COMMITTEE, THE CHIEF ADJUDICATOR AND THE ADJUDICATORS

Former IRS Student Representatives on the Oversight Committee

The AFN shall designate one former student to serve on the Oversight Committee, and another to serve as an alternate, as shall collectively the Inuit organizations which under the Settlement Agreement have a representative on the NAC.

Default

In the event that the designations are not made, the NCC (once established, the NAC) shall make the appointment or appointments, following consultations with representative aboriginal organizations.

Plaintiff Counsel Representatives on the Oversight Committee

The plaintiffs' counsel bodies represented on the NCC shall designate the first two plaintiffs' counsel to serve on the Oversight Committee, plus one alternate, with subsequent designations being made by the plaintiffs' counsel bodies represented on the NAC.

In the event that the designations are not made, the NCC (once established, the NAC) shall make the appointments.

Church Representatives on the Oversight Committee

The denominations which are a party to the Settlement Agreement shall collectively designate two representatives, plus one alternate, to serve on the Oversight Committee.

In the event that the designations are not made, the NCC (once established, the NAC) shall make the appointments.

Government of Canada Representatives on the Oversight Committee

The government shall designate two representatives plus one alternate to serve on the Oversight Committee.

Neutral Chair of the Oversight Committee

The first chair shall be a person nominated by the Hon. Frank Iacobucci and approved by at least 6 members of the NCC. Subsequent chairs shall be a person nominated by the outgoing chair and approved by at least 6 members of the NAC. If a chair dies or is incapacitated before making a nomination, the nomination shall be made by majority vote of the Oversight Committee.

Chief Adjudicator and Adjudicators

The government shall issue RFPs for the positions of Chief Adjudicator and Adjudicators for the IAP, following the applicable recruitment processes for positions of this kind. For the first recruitment process, the terms of the RFPs shall be substantially the same as the terms used to recruit similar positions under the DR Model. Any proposed changes from those terms shall be discussed with the NCC before being adopted. For subsequent recruitments, the RFPs shall be on terms which are substantially the same as the terms of the first RFPs, with any proposed changes being discussed with the NAC.

Chief Adjudicator

The Chief Adjudicator shall be chosen by the unanimous agreement of a selection board composed of one representative of each of former students, plaintiffs' counsel, church entities, and government. These members of the selection board shall be appointed by the representatives of those interests serving on the Oversight Committee when the appointment is to be made.

Adjudicators

The adjudicators, other than adjudicators previously appointed for the DR Model, shall be chosen by the unanimous agreement of a selection board composed of one representative of each of former students, plaintiffs' counsel, church entities, and government. These members of the selection board shall be appointed by the representatives of those interests serving on the Oversight Committee when the appointment is to be made. The selection board shall conduct its interviews and make its selections with the non-voting participation of the Chief Adjudicator or his or her designate. More than one selection board may be appointed to operate concurrently.

Transition

Until the conclusion of the above competitions, the Chief Adjudicator under the DR Model and any of the Process A adjudicators designated for the purpose by the Chief Adjudicator shall discharge the corresponding functions under the IAP. For greater certainty, existing DR Model adjudicators must compete for ongoing appointments under the IAP, but may continue to hear DR matters until the expiry of their appointments thereunder.

Adjudicators appointed for the DR Model who apply to become IAP adjudicators shall be chosen by a selection board composed of one representative of each of former students, plaintiffs' counsel, church entities, and government. These members of the selection board shall be appointed by the representatives of those interests serving on the Oversight Committee when the appointment is to be made. More than one selection board may be appointed to operate concurrently.

The selection board shall conduct its interviews and make its selections with the non-voting participation of the Chief Adjudicator or his or her designate. If a decision cannot

be reached by consensus, the Chief Adjudicator or designate may vote, with four affirmative votes being required for the selection of a candidate.

Designations of representatives for the Oversight Committee shall be made, and the neutral chair shall be selected, within 60 days of the date of the last of the Approval Orders.

The Chief Adjudicator Reference Group established for the DR Model shall act as the Oversight Committee until the latter is established

Click here if you would like to see a draft of the IAP Application Form.

The IAP Application From is a DRAFT only and cannot be printed; a final version for the form will be made available following the approval and implementation of the Settlement Agreement.

SCHEDULE "E"
RESIDENTIAL SCHOOLS

British Columbia Residential Schools

Ahousat
Alberni
Cariboo (St. Joseph's, William's Lake)
Christie (Clayoquot, Kakawis)
Coqualeetza
Cranbrook (St. Eugene's, Kootenay)
Kamploops
Kuper Island
Lejac (Fraser Lake)
Lower Post
St. George's (Lytton)
St. Mary's (Mission)
St. Michael's (Alert Bay Girls' Home, Alert Bay Boys' Home)
Sechelt
St. Paul's (Squamish, North Vancouver)

Alberta Residential Schools

Assumption (Hay Lake)
Blue Quills (Saddle Lake, Lac la Biche, Sacred Heart)
Crowfoot (Blackfoot, St. Joseph's, St. Trinite)
Desmarais (Wabiscaw Lake, St. Martins Wabiscaw)
Edmonton (Poundmaker, replaced Red Deer Industrial)
Ermineskin (Hobbema)
Holy Angels (Fort Chipewyan)
Fort Vermilion (St. Henry's)
Joussard (St. Bruno's)
Lac La Biche (Notre Dame des Victoires)
Lesser Slave Lake (St. Perer's)
Morley (Stony/Stoney, replaced McDougall Orphanage)
Old Sun (Blackfoot)
Sacred Heart (Peigan, Brocket)
St. Albert (Youville)
St. Augustine (Smokey River)
St. Cyprian (Victoria Home, Peigan)
St. Joseph's (High River, Dunbow)
St. Mary's (Blood, Immaculate Conception)
St. Paul's (Blood)

Sturgeon Lake (Calais, St. Francis Xavier)
Wabasca (St. John's)
Whitefish Lake (St. Andrew's)

Saskatchewan Residential Schools

Beauval
File Hills
Gordon's
Lac La Ronge (see Prince Albert)
Lebret (Qu'Appelle, Whitecalf, St. Paul's High School)
Marieval (Cowesess, Crooked Lake)
Muscowequan (Lestock, Touchwood)
Onion Lake Anglican (see Prince Albert)
Prince Albert (Onion Lake, St. Alban's, All Saints, St. Barnabas, Lac La Ronge)
Regina
Round Lake
St. Anthony's (Onion Lake, Sacred Heart)
St. Michael's (Duck Lake)
St. Philip's
Sturgeon Landing (replace by Guy, MB)
Thunderchild (Delmas, St. Henri)

Manitoba Residential Schools

Assiniboia (Winnipeg)
Birtle
Brandon
Churchill Vocational Centre
Cross Lake (St. Joseph's, Norway House)
Dauphin (replaced McKay)
Elkhorn (Washakada)
Fort Alexander (Pine Falls)
Guy (Clearwater, the Pas, formerly Sturgeon Landing, SK)
McKay (The Pas, replaced by Dauphin)
Norway House
Pine Creek (Campeville)
Portage la Prairie
Sandy Bay

Ontario Residential Schools

Bishop Horden Hall (Moose Fort, Moose Factory)
Cecilia Jeffrey (Kenora, Shoal Lake)
Chapleau (St. Joseph's)
Fort Frances (St. Margaret's)

McIntosh (Kenora)
Mohawk Institute
Mount Elgin (Muncey, St. Thomas)
Pelican Lake (Pelican Falls)
Poplar Hill
St. Anne's (Fort Albany)
St. Mary's (Kenora, St. Anthony's)
Shingwauk
Spanish Boys' School (Charles Garnier, St. Joseph's)
Spanish Girls' School (St. Joseph's, St. Peter's, St. Anne's)

Quebec Residential Schools

Amos
Fort George (Anglican)
Fort George (Roman Catholic)
La Tuque
Point Bleue
Sept-Iles

Atlantic Residential Schools

Shubenacadie

Nunavut Residential Schools

Chesterfield Inlet (Joseph Bernier, Turquetil Hall)

Northwest Territories Residential Schools

Aklavik (Immaculate Conception)
Aklavik (All Saints)
Coppermine (Tent Hostel)
Fort McPherson (Flemming Hall)
Ford Providence (Sacred Heart)
Fort Resolution (St. Joseph's)
Fort Simpson (Bompas Hall)
Fort Simpson (Lapointe Hall)
Fort Smith (Breynat Hall)
Hay River (St. Peter's)
Inuvik (Grollier Hall)
Inuvik (Stringer Hall)
Yellowknife (Akaitcho Hall)

Yukon Residential Schools

Carcross (Chooulta)
Yukon Hall (Whitehorse/Protestant Hostel)
Coudert Hall (Whitehorse Hostel/Student Residence – replaced by Yukon Hall)
Whitehorse Baptist Mission

SCHEDULE "F"
ADDITIONAL RESIDENTIAL SCHOOLS

Federal Hostels at Great Whale River
Federal Hostels at Port Harrison
Federal Hostels at George River
Federal Hostels at Panniqtuug/Pangnirtang
Federal Hostels at Broughton Island/Qikiqtarjuaq
Federal Hostels at Cape Dorset/Kinngait
Federal Hostels at Eskimo Point/Arviat
Federal Hostels at Igloolik/Iglulik
Federal Hostels at Baker Lake/Qamani'tuaq
Federal Hostels at Pond Inlet/Mittimatalik
Federal Hostels at Cambridge Bay
Shingle Point Eskimo Residential School
Federal Hostels at Lake Harbour
Federal Hostels at Belcher Islands
Federal Hostels at Payne Bay
Forth Smith – Grandin College
Grouard (Alberta)
St. Joseph's/Fort William (Ontario)
Port Simpson (B.C.)
Kitimaat (B.C.)
Federal Hostels at Frobisher Bay
Crowstand (Saskatchewan)
Fort Pelly (Manitoba)
Federal Hostel at Fort Franklin

SCHEDULE "G"

The Bishop of the Arctic

The Anglican Synod of the Diocese of Caledonia

The Diocesan Synod of Central Newfoundland

The Diocesan Synod of Eastern Newfoundland and Labrador

The Synod of the Diocese of Edmonton

The Diocesan Synod of Fredericton

The Synod of the Diocese of Kootenay

The Synod of the Diocese of Montreal

The Synod of the Diocese of Niagara

The Diocesan Synod of Nova Scotia and Prince Edward Island

The Incorporated Synod of the Diocese of Ontario

The Incorporated Synod of the Diocese of Ottawa

The Synod of the Diocese of Rupert's Land

The Diocese of Saskatoon

The Incorporated Synod of the Diocese of Toronto

The Diocesan Synod of Western Newfoundland

SCHEDULE "H"

Diocese of the Arctic

The Anglican Synod of the Diocese of Caledonia

The Diocese of Central Newfoundland

The Diocese of Eastern Newfoundland and Labrador

The Diocese of Edmonton

The Diocese of Fredericton

The Diocese of Kootenay

The Synod of the Diocese of Montreal

The Synod of the Diocese of Niagara

Diocesan Synod of Nova Scotia and Prince Edward Island

The Anglican Diocese of Ontario

The Incorporated Synod of the Diocese of Ottawa

The Anglican Diocese of Quebec

The Synod of the Diocese of Rupert's Land

The Diocese of Saskatoon

The Incorporated Synod of the Diocese of Toronto

The Diocese of Western Newfoundland

TRUST AGREEMENT

A M O N G:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the MINISTER OF HUMAN RESOURCES AND SKILLS DEVELOPMENT and the MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT AND FEDERAL INTERLOCUTOR FOR MÉTIS AND NON-STATUS INDIANS (the "Trustee")

- and –

PLAINTIFFS, as represented by the National Consortium, Merchant Law Group, and other legal counsel as undersigned

- and -

THE ASSEMBLY OF FIRST NATIONS and INUIT REPRESENTATIVES

- and –

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA,THE PRESBYTERIAN CHURCH IN CANADA, THE UNITED CHURCH OF CANADA AND ROMAN CATHOLIC ENTITIES

WHEREAS:

A. The Settlement Parties have entered into the Settlement Agreement for the resolution of the legacy of Indian Residential Schools, including the making of Common Experience Payments.

B. Pursuant to the Settlement Agreement, the Settlement Parties agreed to enter into this Agreement to establish a trust to provide for the funding of the Common Experience Payments and certain other matters, on and subject to the terms set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, in addition to the terms defined in the description of the Parties set out above:

"Agreement" means this trust agreement including its recitals, as amended, supplemented or restated from time to time.

"Beneficiaries" means: (i) all Eligible CEP Recipients who have complied with the timing and other requirements of Section 5.04 of the Settlement Agreement, (ii) the Personal Representatives of all Eligible CEP Recipients who are Cloud Student Class Members who died on or after October 5, 1996 who have complied with the timing and other requirements of Sections 5.04 and 17.02 of the Settlement Agreement, and (iii) the Personal Representatives of all other Eligible CEP Recipients who died on or after May 30, 2005 who have complied with the timing and other requirements of Sections 5.04 and 17.01 of the Settlement Agreement and "Beneficiary" shall have a corresponding meaning.

"Business Day" means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the Province or Territory in which the person who needs to take action pursuant to this Agreement is situated or a holiday under the federal laws of Canada applicable in the said Province or Territory.

"Fiscal Year" means, with respect to the Trust, the period commencing on the day and year first written above and ending on the immediately following December 31 and thereafter the calendar year.

"Initial Amount" has the meaning set out in Section 3.1 of this Agreement.

"Parties" means collectively and individually the signatories to this Agreement.

"Personal Representative" includes, if a person is deceased, an executor, administrator, estate trustee, trustee or liquidator of the deceased or, if the person is mentally incompetent, the tutor, committee, Guardian, curator of the person or the Public Trustee or their equivalent or, if the person is a minor, the person or party that has been appointed to administer his or her affairs.

"Representative Ministers" has the meaning set out in Section 11.1 of this Agreement.

"Settlement Agreement" means the final settlement agreement among Canada, Plaintiffs, as represented by the National Consortium, Merchant Law Group and other legal counsel, The Assembly of First Nations, Inuit Representatives, The General Synod of the Anglican Church of

Canada, The Presbyterian Church in Canada, The United Church of Canada and Roman Catholic Entities and its recitals and Schedules, as amended, supplemented or restated from time to time.

"Settlement Parties" means collectively and individually the signatories to the Settlement Agreement.

"Termination Date" has the meaning set out in Section 7.1 of this Agreement.

"Trust" means the trusts established by this Agreement for the purposes stated in Section 2.1 of this Agreement.

"Trust Account" has the meaning set out in Section 5.1 of this Agreement.

"Trust Fund", at any time, means each of the following money and other assets that are at such time held by the Trustee pursuant to this Agreement:

(a) the Initial Amount;

(b) the Designated Amount;

(c) the moneys received by the Trustee pursuant to Section 5.06 of the Settlement Agreement, if any, and specified to form part of the assets of the Trust;

(d) the income which shall be received and accumulated by the Trustee in accordance with Section 6.1 of this Agreement; and

(e) all additional assets, rights and benefits of any kind or nature whatsoever arising, directly or indirectly, from or in connection with or accruing to any of the foregoing.

1.2 Capitalized Terms Not Defined Herein

All capitalized terms used in this Agreement and not defined herein shall have the meanings given to such terms in the Settlement Agreement.

1.3 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "herein", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.4 Extended Meanings

In this Agreement words importing the singular number only include the plural and *vice versa,* words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term "including" means "including without limiting the generality of the foregoing."

1.5 No Contra Proferentem

The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement and they agree that any rules of construction to the effect that any ambiguity is to be resolved against the drafting party is not applicable in interpreting this Agreement.

1.6 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as enacted on the date hereof or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.7 Day for any Action

If any day on or by which any action required to be taken hereunder is not a Business Day, such action must be taken on or by the next succeeding day which is a Business Day.

1.8 Currency

All references to currency herein are to lawful money of Canada.

ARTICLE 2
PURPOSES OF AGREEMENT

2.1 Purposes

The Parties have entered into this Agreement to: (i) provide for the payment to and receipt by the Trustee of the Initial Amount and the Designated Amount, and (ii) provide for the establishment of the Trust for the benefit of Beneficiaries and other persons entitled to be paid out of the Trust in accordance with this Agreement and the Settlement Agreement.

ARTICLE 3
SETTLEMENT OF TRUST

3.1 Settlement of the Trust

The Trustee has received the sum of $100 from the legal representatives of the Class Members and the Cloud Class Members for the purpose of settling the Trust (the "Initial Amount"). The Trustee acknowledges receipt of the Initial Amount and agrees to hold the Initial Amount and all other amounts at any time forming part of the Trust Fund upon the trusts and subject to the terms contained in this Agreement and the Settlement Agreement.

3.2 Name of the Trust

The name of the Trust shall be the "Designated Amount Fund."

3.3 Legal Entitlements

The legal ownership of the Trust Fund and the right to conduct the administration of the Trust shall be vested exclusively in the Trustee and the Beneficiaries of the Trust have no right to compel or call for any partition, division or distribution of the Trust Fund or any part thereof. No Beneficiary of the Trust shall have or shall be deemed to have any right of ownership in any of the assets of the Trust.

3.4 Irrevocable Trust

The Trust is intended and is hereby declared to be irrevocable.

ARTICLE 4
DESIGNATED AMOUNT

4.1 Liability to Pay

The legal representatives of the Class Members and the Cloud Class Members shall pay to the Trustee and the Trustee shall receive the Designated Amount on the Implementation Date.

ARTICLE 5
INVESTMENT

5.1 Investment

The Trustee shall deposit all amounts received at any time in accordance with this Agreement and the Settlement Agreement and all income accumulated in accordance with this Agreement and forming part of the Trust Fund within the Consolidated Revenue Fund pursuant to section 21 of the *Financial Administration Act*. The Trust Fund shall bear interest as provided in Order in Council P.C. 1970-300 of February 17, 1970 made pursuant to subsection 21(2) of the *Financial Administration Act* . For greater certainty, the Trustee shall have no obligation or authority to invest or reinvest the funds constituting the Trust Fund and subsections 27(5) and (6) of the *Trustee Act (Ontario)* shall have no application to the Trust.

ARTICLE 6
INCOME AND CAPITAL

6.1 Accumulation of Income

Until the Termination Date, the Trustee shall accumulate the income from the Trust Fund and shall each month add such income to the capital of the Trust Fund to be dealt with as part of the capital.

6.2 Distributions to Beneficiaries

The Trustee shall pay to each Beneficiary from the capital of the Trust Fund an amount, representing his or her Common Experience Payment, calculated in accordance with Section 5.02 of the Settlement Agreement.

6.3 Reviews of the Trust Fund

The Trustee shall review the Trust Fund as specified in Section 5.05(1) of the Settlement Agreement to determine the sufficiency of the Trust Fund to pay all distributions to Beneficiaries who have applied for a CEP as of the date of the review. In the event that the Trust Fund is insufficient to pay all distributions to all Beneficiaries who have applied for a CEP as of the date of the review under Section 6.2 of this Agreement, Canada shall, in accordance with Section 5.06 of the Settlement Agreement, pay to the Trustee an amount sufficient to remedy such deficiency and that amount shall form part of the Trust Fund.

6.4 Excess in the Trust Fund

If the audit of the Trust Fund made pursuant to Section 5.05(2) of the Settlement Agreement determines that the balance in the Trust Fund exceeds the amount required to make all remaining distributions to Beneficiaries under Section 6.2 of this Agreement, the amount remaining in the Trust Fund after all remaining distributions to Beneficiaries under Section 6.2 of this Agreement have been made shall be distributed by the Trustee in accordance with the provisions of Section 5.07 of the Settlement Agreement.

ARTICLE 7
TERMINATION

7.1 Termination

The Trust shall continue until the earlier of (i) the date on which the obligations set out in Article 5 of the Settlement Agreement have been met, and (ii) January 1, 2015 (the earlier of such dates is referred to as the "Termination Date"). As soon as practicable following the Termination Date, the Trustee shall:

(a) pay or transfer any property remaining in the Trust Fund to the National Indian Brotherhood Trust Fund and to the Inuvialuit Education Foundation in accordance with Section 5.07(4) of the Settlement Agreement;

(b) prepare a final accounting of the Trust Fund and provide such accounting to the National Administration Committee; and

(c) file applicable final trust information and tax returns under applicable federal and provincial law and obtain necessary clearance certificates.

ARTICLE 8
RECORDS, REPORTING AND FINANCIAL STATEMENTS

8.1 Records

The Trustee shall keep such books, records and accounts as are necessary or appropriate to document the assets of the Trust and each transaction of the Trust. Without limiting the generality of the foregoing, the Trustee will keep records of all amounts received by the Trustee as part of the Trust Fund and all distributions made by the Trustee from the Trust Fund.

8.2 Annual Reporting

The Trustee shall provide to the National Administration Committee within sixty (60) days following the close of each Fiscal Year of the Trust and within sixty (60) days of the Termination Date, a written statement of account setting forth the balance in the Trust Fund at the beginning and end of the relevant period and all receipts, disbursements and other transactions in the Trust Fund during the relevant period. Upon the expiration of thirty (30) days from the date of receipt by the National Administration Committee of a statement of account, or upon the prior approval of the National Administration Committee, the Trustee shall be forever relieved and discharged from liability or accountability to anyone with respect to the acts or transactions shown in such statement, except for any acts or transactions objected to by the National Administration Committee in writing and delivered to the Trustee within such thirty (30) days.

ARTICLE 9
AMENDMENT

9.1 Amendment

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the Parties and approved by the Courts.

ARTICLE 10
ADMINISTRATIVE EXPENSES AND TRUSTEE'S FEES

10.1 Administrative Expenses

Subject to section 5.08(2) of the Settlement Agreement, all expenses with respect to the administration of the Trust shall be paid by Canada and shall not be payable out of the Trust Fund.

10.2 No Trustee's Fees

The Trustee shall not be entitled to any fees or allowance for serving as trustee.

ARTICLE 11
CONCERNING THE TRUSTEE

11.1 Representatives of the Trustee

At all times there shall be two federal Cabinet Ministers representing the Trustee (the "Representative Ministers"). The Representative Ministers shall be the incumbent Ministers from time to time responsible for the Office of Indian Residential Schools Resolution of Canada and Service Canada. The initial Representative Ministers shall be the Minister of Human Resources and Skills Development and the Minister of Indian Affairs and Northern Development and Federal Interlocutor for Métis and Non-Status Indians, respectively.

11.2 Change of Department Name

In the event of a change of name of the Department of either Representative Minister, the Trustee shall promptly provide notice of such change to the other Parties. For greater certainty, any such change of name shall have no effect on a Representative Minister's status as a representative of the Trustee.

11.3 Additional Trustee's Duties

In addition to the duties imposed under this Agreement, the Trustee acknowledges and accepts the duties imposed on the Trustee under the Settlement Agreement.

ARTICLE 12
GENERAL

12.1 Notices

Any notice or other communication to be given in connection with this Agreement will be given in writing and will be given by personal delivery or by electronic communication addressed to the recipient as follows:

(a) to Her Majesty The Queen In Right Of Canada as represented by the Minister of Human Resources and Skills Development and the Minister of Indian Affairs and Northern Development and Federal Interlocutor for Métis and Non-Status Indians:

IRSRC Legal Services Unit
Department of Justice
90n Sparks Street
Ottawa, Ontario
K1A 0H8

Attention: Senior Counsel
Facsimile number: 613-996-1810

HRSDC Legal Services Unit
Place du Portage, Phase IV, 11th floor
140 Promenade du Portage
Gatineau, Quebec
K1A 0J9

Attention: Senior General Counsel
Facsimile number: 819-953-8301

(b) to all other Parties to the Secretary of the National Administration Committee

or to such other address, individual or electronic communication number as a Party may from time to time advise by notice given pursuant to this Section. Any notice or other communication will be exclusively deemed to have been given, if given by personal delivery, on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if transmitted during normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not so transmitted.

12.2 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective successors and assigns of the Parties.

12.3 Counterparts

This Agreement may be executed in English or French in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement.

12.4 Governing Law

This Agreement shall be governed by and construed according to the laws applicable in the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA

By: _____
The Honourable Jim Prentice

By: _____
The Honourable Diane Finley

THE FEDERAL REPRESENTATIVE

By: _____
The Honourable Frank Iacobucci

ASSEMBLY OF FIRST NATIONS

By: _____
Phil Fontaine, National Chief

By: _____
Kathleen Mahoney

INUVIALUIT REGIONAL CORPORATION

By: _____
Hugo Prud'homme

NATIONAL CONSORTIUM

By: _____
Craig Brown

COHEN HIGHLY LLP

By: _____
Russell Raikes

THE UNITED CHURCH OF CANADA

By: _____
Alexander D. Pettingill

NUNAVUT TUNNGAVIK INC.

By: _____
Janice Payne

MAKIVIK CORPORATION

By: _____
Gilles Gagne

MERCHANT LAW GROUP

By: _____
E.F. Anthony Merchant, Q.C.

THE PRESBYTERIAN CHURCH IN CANADA

By: _____
S. John Page

THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA

By: _____
S. John Page

SISTERS OF CHARITY, a body corporate also known as Sisters of Charity of St. Vincent de Paul, Halifax also known as Sisters of Charity of Halifax

By: _____
Thomas Mcdonald

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF HALIFAX

By: _____
Hugh Wright

LES SOEURS DE NOTRE DAME-AUXILIATRICE

By: _____
Pierre L. Baribeau

LES SOEURS DE ST. FRANCOIS D'ASSISE

By: _____
Pierre L. Baribeau

INSITUT DES SOEURS DU BON CONSEIL

By: _____
Pierre L. Baribeau

LES SOEURS DE SAINT-JOSEPH DE SAINT-HYACINTHE (The Sisters of St. Joseph of St. Hyacinthe)

By: _____
Pierre L. Baribeau

LES SOEURS DE JESUS-MARIE

By: _____
Pierre L. Baribeau

LES SOEURS DE L'ASSOMPTION DE LA SAINTE VERGE

By: _____
Pierre L. Baribeau

LES SOEURS DE L'ASSOMPTION DE LA SAINT VIERGE DE L'ALBERTA

By: _____
Pierre L. Baribeau

LES SOEURS DE LA CHARITÉ DE ST.-HYACINTHE

By:_____
Pierre L. Baribeau

LES OEUVRES OBLATES DE L'ONTARIO

By: _____
Pierre Champagne or Ron Caza

LES RÉSIDENCES OBLATES DU QUÉBEC

By: _____
Pierre Champagne or Ron Caza

LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE LA BAIE JAMES (The Roman Catholic Episcopal Corporation of James Bay) **THE CATHOLIC DIOCESE OF MOOSONEE**

By: _____
Pierre Champagne or Ron Caza

SOEURS GRISES DE MONTRÉAL/GREY NUNS OF MONTREAL

By: _____
W. Roderick Donlevy or Michel Thibault

SISTERS OF CHARITY (GREY NUNS) OF ALBERTA

By: _____
W. Roderick Donlevy or Michel Thibault

LES SOEURS DE LA CHARITÉ DES T.N.O.

By: _____
W. Roderick Donlevy or Michel Thibault

HÔTEL-DIEU DE NICOLET (HDN)

By: _____
W. Roderick Donlevy

THE GREY NUNS OF MANITOBA INC. – LES SOEURS GRISES DU MANITOBA INC.

By: _____
W. Roderick Donlevy

LA CORPORATION EPISCOPAL CATHOLIQUE ROMAINE DE LA BAIE D' HUDSON THE **ROMAN CATHOLIC EPISCOPAL CORPORATION OF HUDSON'S BAY**

By: _____
Rheal Teffaine

MISSIONARY OBLATES–GRANDIN

By: _____
Curtis Onishenko

LES OBLATS DE MARIE IMMACULÉE DU MANITOBA

By: _____
Rheal Teffaine

THE ARCHIEPISCOPAL CORPORATION OF REGINA

By: _____
Archbishop of Regina

THE SISTERS OF THE PRESENTATION

By: _____
Mitchell Holash

THE SISTERS OF ST. JOSEPH OF SAULT ST. MARIE

By: _____
Charles Gibson

LES SOEURS DE LA CHARITÉ D'OTTAWA – SISTERS OF CHARITY OF OTTAWA

By: _____
Pierre Champagne or Ron Caza

OBLATES OF MARY IMMACULATE-ST. PETER'S PROVINCE

By: _____
William Sammon

THE SISTERS OF SAINT ANN

By: _____
Patrick J. Delsey Law Corporation

SISTERS OF INSTRUCTION OF THE CHILD JESUS

By: _____
Violet Allard

THE BENEDICTINE SISTERS OF MT. ANGEL OREGON

By: _____
Azool Jaffer-Jeraj

LES PERES MONTFORTAINS

By: _____
Bernie Buettner

THE ROMAN CATHOLIC BISHOP OF KAMLOOPS CORPORATION SOLE

By: _____
John Hogg

THE BISHOP OF VICTORIA, CORPORATION SOLE

By: _____
Frank D. Corbett

THE ROMAN CATHOLIC BISHOP OF NELSON CORPORATION SOLE

By: _____
John Hogg

ORDER OF THE OBLATES OF MARY IMMACULATE IN THE PROVINCE OF BRITISH COLUMBIA

By: _____
Fr. Terry MacNamara OMI

THE SISTERS OF CHARITY OF PROVIDENCE OF WESTERN CANADA

By: _____
Ray Baril, Q.C.

LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE GROUARD

By: _____
Administrator of the Diocese of Grouard

ROMAN CATHOLIC EPISCOPAL CORPORATION OF KEEWATIN

By: _____
Archbishop of Keewatin

LA CORPORATION ARCHIÉPISCOPALE CATHOLIQUE ROMAINE DE ST. BONIFACE

By: _____
Rheal Teffaine

LES MISSIONNAIRES OBLATES DE ST. BONIFACE THE MISSIONARY OBLATES SISTERS OF ST. BONIFACE

By: _____
Rheal Teffaine

ROMAN CATHOLIC ARCHIEPISCOPAL CORPORATION OF WINNIPEG

By: _____
Bill Emslie, Q.C.

LA CORPORATION EPISCOPALE CATHOLIQUE ROMAINE DE PRINCE ALBERT

By: _____
Mitchell Holash

THE ROMAN CATHOLIC BISHOP OF THUNDER BAY

By: _____
John Cyr

IMMACULATE HEART COMMUNITY OF LOS ANGELES CA

By: _____
Mark Rowan

ARCHDIOCESE OF VANCOUVER THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER

By: _____
Mary Margaret MacKinnon

ROMAN CATHOLIC DIOCESE OF WHITEHORSE

By: _____
Azool Jaffer-Jeraj

THE CATHOLIC EPISCOPALE CORPORATION OF MACKENZIE

By: _____
Archbishop of MacKenzie

THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF PRINCE RUPERT

By: _____
Gary R. Brown

FULTON & COMPANY

By: _____
Len Marchand, P. Eng.

ROSE A. KEITH, LLP

By: _____
Rose A. Keith

LACKOWICZ, SHIER & HOFFMAN

By: _____
Dan Shier

CABOTT & CABOTT

By: _____
Laura I. Cabott

KESHEN MAJOR

By: _____
Greg Rickford

BILKEY, QUINN

By: _____
David Bilkey

By: _____
Kevin Simcoe

F. J. SCOTT HALL LAW CORPORATION

By: _____
Scott Hall

HEATHER SADLER JENKINS

By: _____
Sandra Staats

HUTCHINS GRANT & ASSOCIATES

By: _____
Peter Grant

By: _____
Brian O'Reilly

DUBOFF EDWARDS HAIGHT & SCHACHTER

By: _____
Harley Schachter

MACDERMID LAMARSH GORSALITZ

By: _____
Robert Emigh

MACPHERSON LESLIE & TYERMAN LLP

By: _____
Maurice Laprairie, Q.C.

JOHN A. TAMMING LAW OFFICE

By: _____
John A. Tamming

DINNING HUNTER LAMBERT & JACKSON

By: _____
Eric Wagner

KOSKIE MINSKY LLP

By: _____
Kirk M. Baert

WALLBRIDGE, WALLBRIDGE

By: _____
Kathleen Erin Cullin

SCHEDULE "J"

COMMEMORATION POLICY DIRECTIVE

COMMEMORATION

Commemoration is honouring, educating, remembering, memorializing and/or paying tribute to residential school former students, their families and their communities, and acknowledging their experiences and the broad and systemic impacts of the residential school system. Commemoration may involve the creation of, or improvements to existing, permanent memorials and commemorative structures, or ceremonies or other projects.

The government will provide funding to facilitate regional and national Commemoration initiatives that address the residential school experience and provide the opportunity to share the initiative with family and community.

Commemoration funding will be divided into annual funding levels. Proposals that are not approved in any given year may be re-submitted in subsequent years.

PROGRAM OBJECTIVE

The objective of the Commemoration Policy Directive is to:

- assist in honouring and validating the healing and reconciliation of former students and their families through Commemoration initiatives that address their residential school experience;
- provide support towards efforts to improve and enhance Aboriginal relationships and between Aboriginal and non-Aboriginal people;
- provide an opportunity for former students and their families to support one another and to recognize and take pride in their strengths, courage, resiliency, and achievements.
- contribute to a sense of identity, unity and belonging;
- promote Aboriginal languages, cultures, and traditional and spiritual values;
- ensure that the legacy of residential schools and former students and their families' experiences and needs are affirmed; and
- memorialize in a tangible and permanent way the Residential school experience.

COMMEMORATION INITIATIVE PROPOSALS

All former students, their families, communities and groups, are eligible to submit a proposal for a regional or national Commemoration project. Proposals should be submitted by communities, but proposals by other interested groups (for example former students of a particular school) may also be considered. Proposals will be submitted to the Truth and Reconciliation Commission for evaluation, and the Truth and Reconciliation Commission will make recommendations to IRSRC.

ELIGIBILITY CRITERIA

The following criteria shall guide approval on all proposals:

- at least one member of the group (or where applicable the governing body of the group) is a former IRS student or an immediate family member of an IRS student;
- disclosure of all sources and amounts of funding sought and obtained for the initiative;
- declaration that the group has not previously received any commemoration funding from IRSRC;
- demonstration that the recipient has the necessary capacity to manage and administer commemoration funding; and
- funding for all projects and events must respect Treasury Board policies and guidelines.

All decisions with respect to proposals will be made within the limits of the annual funding.

ELIGIBLE EXPENDITURES

Eligible expenditures for commemorative projects may include rental of a suitable hall or public venue, publishing, printing, accounting and legal costs. Expenditures may also include professional fees and material costs related to the design, management and construction of plaques, monuments or other memorials.

Proposals should identify upkeep costs, if any

POTENTIAL COMMEMORATION PROJECTS

National Commemoration projects will be based on proposals for the creation of permanent memorials, commemorative structures or improvements. Other projects may focus on a particular school, or may take place within a particular community. It is contemplated that most commemoration events will have a lasting or permanent component such as a "National Day of Healing and Reconciliation".

ACCOUNTABILITY FRAMEWORK

The Government of Canada requires accountability for specific results against stated objectives, in accordance with Treasury Board policies and directives.

LINKS WITH OTHER ASPECTS OF THE AGREEMENT

As part of the overall holistic approach to resolving the legacy of Indian residential schools, the activities stemming from the Commemoration Policy Directive should be coordinated with other initiatives under the Agreement and should link with other aspects of the Agreement, where possible, to ensure the overall goals of reconciliation will be promoted.

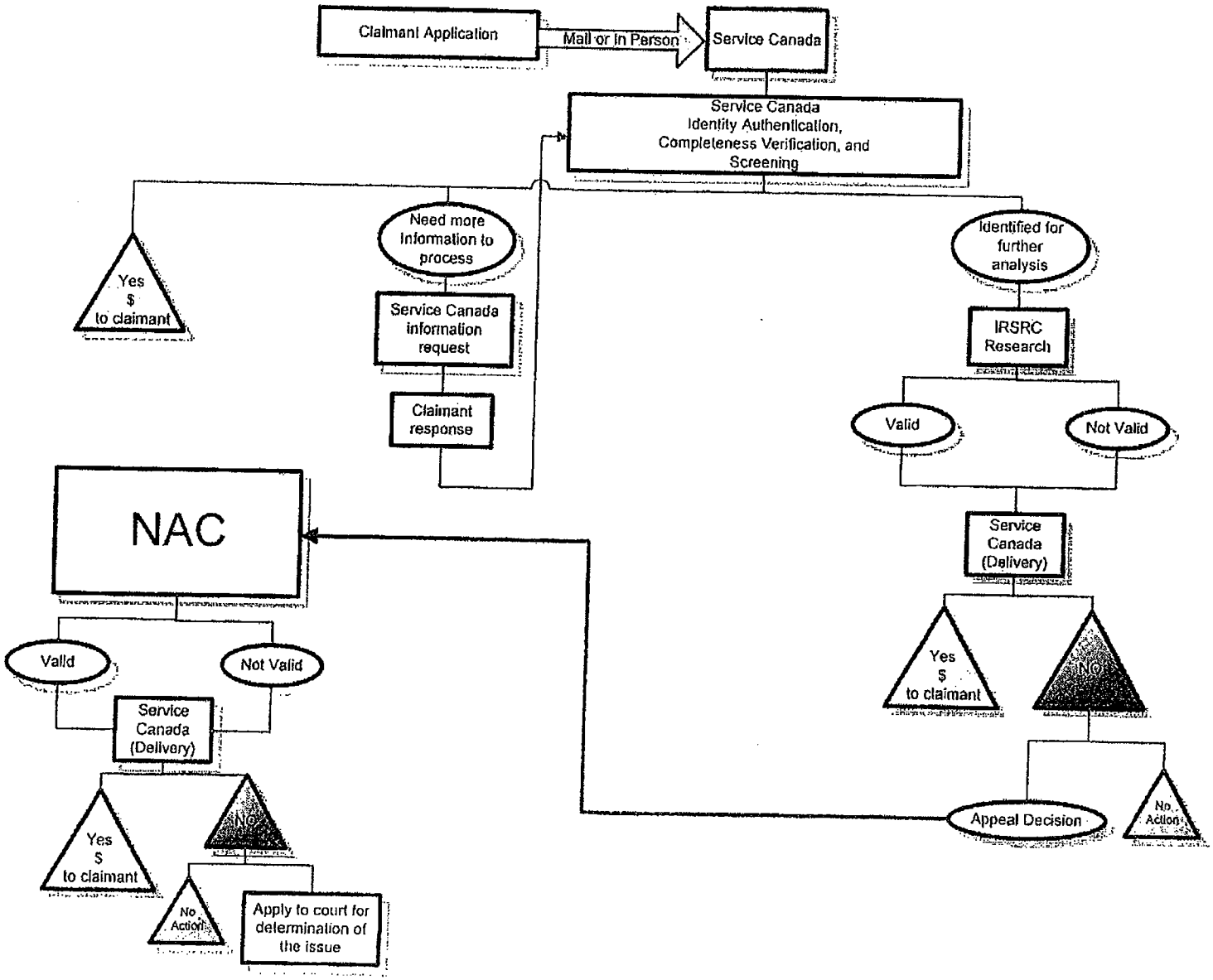
PLEASE SEE SCHEDULE B ON THIS CD FOR THE UPDATED SETTLEMENT NOTICE PLAN

SCHEDULE "L"

Indian Residential Schools Resolution Canada | Résolution des questions des pensionnats indiens Canada

CEP Process Flow

4/18/2006



Processing of Common Experience Payments (CEP)

1. Applications can be made in person at a Service Canada Centre, a partner organization or through an Outreach officer in the Applicant's community. Applications can also be made by mail to Service Canada. Service Canada will provide:
   - general information on the CEP, including the application and payment process for the CEP; and,
   - information on the locations and hours where assistance can be provided in or near the client's community, as well as outreach schedules.

   Claimants or their Personal Representatives can locate the nearest Service Canada Centre by calling 1-800 O-Canada or checking the Service Canada website (www.servicecanada.gc.ca).

2. All Applications will be registered on the date of receipt by Service Canada. Payment will be issued on valid Applications within 35 days of receipt with the expectation that 80% would be paid within 28 days. Applications requiring further research may require more processing time.

3. Service Canada will:
   - document the date of receipt and ensure that the application is complete;
   - confirm the claimant has proper identification as required by the CEP application form;
   - confirm the statement of attendance made on the CEP application form against data provided by the Office of Indian Residential Schools Resolution Canada.

4. Service Canada will make payment on Applications which are determined to be valid, in whole or in part; however, all others will be forwarded to the Office of Indian Residential Schools Resolution for further research.

5. Where an Application is determined not to be valid, in whole or in part, Service Canada will advise in writing the reason for the determination and the process by which the Applicant may appeal the determination to the NAC.

6. Service Canada will maintain records of the numbers of claims which are determined to be completely valid, which are determined to be valid in part and which are determined to be invalid and will report those findings to IRSRC and the NAC monthly or as NAC, IRSRC and Service Canada may otherwise agree.

FUNDING AGREEMENT

ABORIGINAL HEALING FOUNDATION

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, AS REPRESENTED BY THE MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT AND FEDERAL INTERLOCUTOR FOR MÉTIS AND NON-STATUS INDIANS

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FUNDING AGREEMENT

THIS AGREEMENT made as of the day of , 2006.

BETWEEN:

ABORIGINAL HEALING FOUNDATION, a Corporation established under Part II the Canada Corporations Act, chapter C-32 of the Revised Statutes of Canada, 1970 herein represented by a duly authorized officer ("the Foundation")

OF THE FIRST PART

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by THE MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT AND FEDERAL INTERLOCUTOR FOR MÉTIS AND NON-STATUS INDIANS ("Her Majesty")

OF THE SECOND PART

WHEREAS the Government of Canada has announced a new national Aboriginal strategy "Gathering Strength – Canada's Aboriginal Action Plan" which includes initiatives aimed at renewing the partnership with Aboriginal People;

WHEREAS one element of the Action Plan provides for the creating of a healing strategy to address the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including the intergenerational impacts;

WHEREAS, in order to implement the creation of the healing strategy, the Government of Canada is prepared to enter into this agreement with the Foundation;

WHEREAS the Government of Canada is prepared to fund the Foundation to support the objective of addressing the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including the intergenerational impacts, by supporting holistic and community-based healing to address needs of individuals, families and communities, including Communities of Interest:

WHEREAS the following measures are recognized as examples of means for the Foundation to fulfill the objective:

(a) promotion of linkages to other federal/provincial/territorial/ aboriginal government health and social services programs;

(b) focus on early detection and prevention of the intergenerational impacts of physical and sexual abuse;

(c) recognition of special needs, including those of the elderly, youth and women; and

(d) promotion of capacity-building for communities to address their long-term healing needs;

WHEREAS the Foundation was established for the purpose of funding Eligible Recipients for Eligible Projects to address the healing needs of Aboriginal people affected by the Legacy of Indian Residential Schools, including the intergenerational impacts;

WHEREAS the Foundation and Her Majesty desire that this agreement set forth their agreement relating to the terms and conditions under which the Foundation shall administer and invest the funds received by it and the Foundation shall determine to whom it shall disburse the funds held by it taking into account, and honouring, in a fair and equitable manner the geographical and demographic reality and the concentration across Canada of those who attended Indian Residential Schools and those who are affected by the Legacy of Indian Residential Schools, including the intergenerational impacts;

AND WHEREAS the Foundation and Her Majesty desire that the Amount not be used to duplicate programs, activities or services provided by or within funding from federal, provincial or territorial governments;

AND WHEREAS Her Majesty has entered into a settlement agreement to resolve the Legacy of Indian Residential Schools, including the intergenerational impacts, which agreement provides for a grant to the Foundation;

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and the receipt of other good and valuable consideration which the Parties acknowledge, this agreement provides as follows:

ARTICLE I - DEFINITIONS

1.01 Definitions: Unless otherwise defined herein, the following terms shall have the following meanings in this Agreement:

"Aboriginal People" means individuals who are included as Aboriginal peoples referred to in S.35 of the *Constitution Act* 1982 and, for greater certainty, includes Inuit, Métis and First Nations, on and off reserve, regardless of whether they are registered under the *Indian Act*.

"Act" means the *Canada Corporations Act, R.S.C. 1970, C-32.*

"Amount" means the grant from Her Majesty to the Foundation of $350,000,000 and any additional grant from Her Majesty, and any proceeds arising from the investment of the grant.

"Arbitration Act" means the *Commercial Arbitration Act,* R.S.C. 1985, C-34.6.

"Auditor" means the auditor for the Foundation appointed under Section 11.02 (1).

"Board" means the board of directors of the Foundation as constituted from time to time.

"Business Day" means any day of the year, other than a Saturday, Sunday or any day on which banks are required or authorized to close in Ottawa, Ontario.

"Chairperson" means the Chairperson of the Board.

"Communities of Interest" means a body, collective, association, incorporation, coming together, or other amalgamation of Aboriginal People.

"Community-based" means responding to the healing needs of Aboriginal communities, including Communities of Interest.

"Director" means an individual who is on the Board and includes the Chairperson.

“Eligible Costs” means costs of operating, managing and administering an Eligible Project subject to the provisions of Sections 7.05 and 7.06.

“Eligible Project” means a project carried on or to be carried on to address the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including the intergenerational impacts.

“Eligible Recipient” means an organization located in Canada or individual residing in Canada that carries on, or in the opinion of the Board is capable of carrying on, projects to address the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including the intergenerational impacts.

“Eligible Securities” means securities which are within those classes of securities in which the Foundation may invest the Amount as specified in Schedule 4.02 to the Funding Agreement.

“FAA” means the *Financial Administration Act*, R.S.C. 1985 c. F-11

“Fiscal Year” means the fiscal year of the Foundation as determined in accordance with its by-laws.

“Foundation” means the non-profit Aboriginal Healing Foundation established under the *Canada Corporation Act* to address the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including the intergenerational impacts.

“Funding Agreement” means this agreement providing for the ongoing relationship between the Parties hereto and includes all schedules and exhibits hereto and any amendments hereto or thereto.

“Implementation Date” has the meaning set out in the Settlement Agreement.

“Indian Residential Schools” has the meaning set out in the Settlement Agreement and, for greater certainty, includes any institution included in the Settlement Agreement.

“Legacy of Indian Residential Schools” means any continuing direct or indirect effects of Indian Residential Schools, including the intergenerational impacts, on individuals, families and communities, including Communities of Interest.

“Member” means a member of the Foundation as elected or appointed from time to time in accordance with the Act and the letters patent and

by-laws of the Foundation for so long as such individual remains a member of the Foundation.

"Minister" means the Minister responsible for Canadian Heritage and Status of Women or such other Minister as may be designated from time to time.

"Non-profit Organization" means a corporation, society, association, organization or body operated for profit and no part of whose income is payable to or otherwise available for the personal benefit of any of its proprietors, members or shareholders.

"Party" means either the Foundation or Her Majesty as represented by the Minister, as the context permits or requires, and "Parties" means both of them.

"Person" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation, with or without share capital, trust, trustee, executor, administrator or other personal legal representative, unincorporated association, institute, institution, or Regulatory Authority howsoever designated or constituted and pronouns have a similarly extended meaning.

"Regulatory Authority" means any government or any governmental, administrative or regulatory entity, department, authority, commission, tribunal official or agency having jurisdiction.

"Settlement Agreement" means the final Indian Residential Schools settlement agreement executed by representatives of Canada, Plaintiffs, The Assembly of First Nations, Inuit Organizations, The General Synod of the Anglican Church of Canada, The Presbyterian Church in Canada, The United Church of Canada and Roman Catholic Entities.

"Special Resolution of the Members" means a resolution passed by not less than two thirds of the votes cast by the Members who voted on the resolution at a meeting of the Members or signed by all the Members entitled to vote on the resolution.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

2.01 Representations of the Foundation: The Foundation represents, warrants to, and covenants with. Her Majesty that:

(a) it is in good standing under the laws of Canada and of each jurisdiction in which it is required to be registered;

(b) it has the requisite power (corporate and other) to own its assets and to carry on its activities as contemplated by this Funding Agreement;

(c) the execution and delivery of this Funding Agreement by it, and the carrying out by it, of all of the activities contemplated hereby, have been duly authorized by all requisite corporate action;

(d) it has full power to execute and deliver this Funding Agreement and to perform its obligations hereunder;

(e) it has and will continue to have a Board composed of individuals who reflect the interests of Aboriginal People and who possess the competence, capacities and attributes required to fulfill the obligations of the Foundation under this Funding Agreement, which may include:

(i) healing and financial expertise
(ii) regional representativeness;
(iii) attendance at Indian Residential Schools; or
(iv) person credentials and merit;

(f) The Foundation agrees that:

(i) membership of the board is and shall at all times be comprised of a majority of non-federal government representatives or agents; and
(ii) federal government representatives or agents shall not comprise a majority proportion of number required to attain quorum or to effect any decision of the Foundation, its members, the Board, or any committee hereof, or to comply with the letters patent and its by-laws.

(g) this Funding Agreement constitutes a legally binding obligation of the Foundation, enforceable against it in accordance with its terms, subject with respect to enforcement of remedies, to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of specific performance or other equitable remedies in accordance with and subject to the authority of the arbitrator as referred to in Article XI;

(h) the execution and delivery of this Funding Agreement by the Foundation and the performance by the Foundation of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:

(i) violate the provisions of the Act or of any other applicable law;
(ii) violate the provisions of the Foundation's charter, by-laws, any other corporate governance document subscribed to by the Foundation or any resolution of the Board or Members;
(iii) violate any judgement, decree, order or award of any court, Regulatory Authority or arbitrator; or
(iv) conflict with or result in the breach or termination, of any material term or provision of, or constitute a default under, or cause any acceleration under, any licence, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound; and

(i) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Foundation, threatened and there is no order, judgment or decree of any court or Regulatory Authority which could materially and adversely affect the activities contemplated by the Act and this Funding Agreement.

2.02 Representations and Warranties of Her Majesty: Her Majesty represents and warrants to the Foundation that:

(a) the execution and delivery of this Funding Agreement by Her Majesty and the carry out by Her Majesty of all of the activities contemplated hereby, have been duly authorized;

(b) Her Majesty has full power to execute and deliver this Funding Agreement and to perform Her Majesty's obligations hereunder; and

(c) this Funding Agreement constitutes legally binding obligations of Her Majesty enforceable against Her Majesty in accordance with its terms subject to a court's discretionary authority with respect to the granting of a specific performance or other equitable remedies, in accordance with and subject to the authority of the arbitrator as referred to in Article XII.

2.03 Survival: All representations and warranties will survive the execution of this Funding Agreement until the tenth (10^{th}) anniversary of such execution, or such earlier date as may be mutually agreed to by the Parties.

2.04 Termination: This Funding Agreement shall terminate at such time as

(a) none of the Amount remains with the Foundation;

(b) Eligible Recipients have accounted for all funds received from the Foundation in a manner acceptable to the Foundation; and

(c) the Foundation has fulfilled all of its obligations under this Funding Agreement.

ARTICLE III - GRANT

3.01 Grant: Her Majesty made a payment to the Foundation of $350,000,000 in the federal government fiscal year 1998-99.

3.02 Additional Grant: Her Majesty made a payment to the Foundation of $40,000,000 on March 31st, 2005

3.03 Her Majesty will make a payment to the Foundation of $125,000,000, payable on the Implementation Date of the Settlement Agreement. No interest is payable by the Minister on the amount. The Foundation agrees to hold, invest, administer and disburse the additional grant in accordance with the Funding Agreement.

ARTICLE IV - INVESTMENT MANAGEMENT OF THE AMOUNT

4.01 Prudent Person Principle: The Recipient shall invest and manage the Amount according to investment policies, standards and procedures that a prudent person would exercise in making investment decisions regarding property belonging to others.

4.02 Investment Committee: The Foundation shall establish a committee (the "Committee") that oversees all matters related to the investment management of the Amount. The Committee should be composed of at least three directors who are not officers or employees of the Foundation. Members of the Committee shall be financially literate and have broad knowledge or experience in investment matters.

4.03 Investment of the Amount:
Without limiting the generality of section 4.01, the Foundation shall ensure that the Amount that has not been disbursed or committed be invested in accordance with the Prudent Person Principle. Investment decisions shall be made with the principal objective being the preservation of the capital to meet future disbursements requirements.

Until the Board approves the Statement of Investment Policy and appoints an investment advisor for the Fund, the Committee shall ensure that the principal amount of the Fund be invested in low-risk, liquid short-term securities denominated in Canadian dollars.

4.04 Statement of Investment Policy:

(1) The Committee shall establish a written Statement of Investment Policy in respect to the Amount's portfolio of investments for approval of the Board. The Committee shall ensure that the Board is regularly made aware of any significant financial risks facing the Foundation, including the consequences of potential significant losses of investments of any or all of the Amount. The Statement of Investment Policy shall be reviewed no less frequently than annually. The Statement of Investment Policy shall include the following components:

(a) long-term return objectives and expectations;

(b) diversification policy of the Amount's investment portfolio, including various quantitative limits on investments;

(c) asset allocation strategy including specific range for short-term fluctuation for each asset class and the long-term targeted asset mix;

(d) permitted investment instruments and trading activities;

(e) prohibited investment instruments and trading activities;

(f) liquidity policy outlining how the Amount's liquidity needs will be addressed;

(g) risk management policies outlining procedures to manage and mitigate various types of risks that the Foundation faces;

(h) policy on the lending of cash or securities;

(i) performance measurement and monitoring procedures;

(2) The Committee shall also establish and approve an investment strategy, describing the means used by the Foundation to best implement the Statement of Investment Policy. The investment strategy shall define the style of investment management, such as active versus passive managers, as well as specific investment instruments that would be used. The investment strategy shall be reviewed no less frequently than annually.

4.05 Investment Advisor and Portfolio Manager: The Committee shall recommend to the Board for their approval the appointment of one or more independent, external investment advisors to provide investment advice. The

Committee may also recommend to the Board the appointment of one or more professional portfolio managers to invest the Amount consistent with the approved Statement of Investment Policy and the investment strategy.

4.06 Conflict of Interest Concerning Investment Management: The Board shall ensure that all investment advisors or portfolio managers who are involved in the investment management of the Amount disclose in writing, on a timely basis, the nature and extend of his/her interest, including any material interest in any entity that is a party of a transaction with the Board.

The Board shall also ensure that the Foundation's conflict of interest policies and procedures cover, among others, voting, prohibited transactions, continuing disclosure and avoidance standards.

4.07 Borrowing: The Foundation shall not borrow money, issue any debt obligation, or give any guarantees to secure a debt of another entity.

4.08 Quantitative Limits on Investment Holdings of the Amount:

(a) Investments in the securities of any one issuer, or two or more affiliated entities shall be limited to no more than 10% of the assets of the Amount's investment portfolio.

(b) Section 4.08 (a) does not apply in respect to:

(i) investments in securities issued by the Government of Canada or the government of a province, or securities that carry the full faith and credit of either; and
(ii) any index, segregated, mutual or pooled fund.

(c) Investments in the securities with a credit rating of "A" (including all sub-classifications of this rating category) by at least one of the recognized credit rating agencies shall be limited to no more than 20% of the assets of the Amount's investment portfolio.

(d) Investments in the securities with a credit rating of "AA" (including all sub-classifications of this rating category) by at least one of the recognized credit rating agencies shall be limited to no more than 70% of the assets of the Amount's investment portfolio.

(e) Investment in securities that are not issued by, or carry the full faith and credit of either the Government of Canada or the government of a province shall be limited to no more than 80% of the assets of the Amount's investment portfolio.

4.09 Investment Holdings in Foreign Currencies: The Amount shall not invest in securities that are not denominated in Canadian dollars.

4.10 Maturities of the Securities: The maturities and terms of investments shall match the profile of the Amount's forecasted disbursements. In cases where the timing of disbursements is unknown, investments shall be held in securities with term to maturity of one year or less.

4.11 Permitted Investments: The Foundation may invest the Amount in the following:

(a) Bank certificate of deposit;
(b) Banker's acceptance;
(c) Treasury bills, commercial paper and other short-term securities, bonds and notes issued by the federal government, provincial governments, municipal governments and corporations;
(d) Asset-backed securities;
(e) Mortgage-backed securities

4.12 Prohibited Investments and Trading Activities: The Foundation undertakes not to engage or invest the Amount in the following:

(a) Equities or shares issued by any corporation;

(b) Hedge funds or funds of hedge funds;

(c) Fixed-income instruments rated below A- by Standard & Poors or Fitch Ratings, A3 by Moody's or A- by DBRS;

(d) Derivatives or any instruments that have derivative holdings or features;

(e) Non-marketable securities;

(f) Commodities;

(g) Repurchase agreements against securities which are not permitted to be held in the portfolio; and

(h) Margin transactions or any form of leveraging.

ARTICLE V – OVERHEAD AND ADMINISTRATIVE COSTS

5.01 Overhead and Administrative Costs: The Foundation shall minimize overhead and administrative costs required to carry on its business and

affairs. Without limiting the generality of the foregoing, the payments from Her Majesty provided for in Article III, and/or the proceeds from the investment thereof may, be used by the Foundation to the extent necessary to fund any reasonable costs and expenses incurred by it in the ordinary course of its business and affairs subject to this Funding Agreement.

5.02 Remuneration: Remuneration of directors, committee members, and officers of the Foundation shall be reasonable and shall only be paid to the extent permitted by law.

ARTICLE VI - ELIGIBLE RECIPIENTS

6.01 Eligible Recipients: The Foundation shall provide funding only to Eligible Recipients whose Eligible Projects are consistent with Article VII and Article VIII.

6.02 Excluded Recipients – Federal: The Foundation shall not provide funding to any federal department (as defined in the FAA), departmental corporation (as defined in the FAA), parent Crown corporation or wholly owned subsidiary of a parent Crown corporation (as defined in subsection 83(1) of the FAA), any not-for-profit corporation or trust established by a federal department, departmental corporation, or parent Crown corporation or wholly owned subsidiary of a parent Crown corporation. This does not preclude payments for employee interchanges, if any.

6.03 Excluded Recipients – Provincial and Territorial: The Foundation shall not provide funding to any provincial or territorial department, agency, or provincial or territorial Crown Corporation. This does not preclude payments for employee interchanges, if any.

6.04 Excluded Recipients - Subsidiaries of the Aboriginal Healing Foundation: The Foundation shall not provide funding to any subsidiary of the Aboriginal Healing Foundation. This does not preclude payments or commitments already made prior to March 31st, 2005 out of the first grant to the Foundation of $350M and proceeds arising from its investment.

6.05 Donations: The Foundation shall not accept donations offered with conditions that are contrary to the purposes and objectives stated in this conditional grant agreement.

ARTICLE VII - ELIGIBLE PROJECTS AND ELIGIBLE COSTS

7.01 Eligible Projects: The Foundation shall disburse the Amount by providing funding to Eligible Recipients in respect of the Eligible Costs for Eligible

Projects. Taking into account, and honouring, in a fair and equitable manner, the geographical and demographic reality and the concentration across Canada of those who attended Indian Residential Schools and those who are affected by the Legacy of Indian Residential Schools, including the intergenerational impacts.

7.02 Mandatory Criteria: In order to be eligible, projects:

(a) shall address healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, which could include the intergenerational impacts;

(b) shall establish complementary linkages, where possible in the opinion of the Board, to other health/social programs and services (federal/provincial/territorial/aboriginal); and

(c) shall be designed and administered in a manner that is consistent with Canadian Charter of Rights and Freedoms and applicable human rights legislation.

7.03 General Criteria: An Eligible Project may, but need not:

(a) focus on prevention and early detection of the effects of the Legacy of Indian Residential Schools, including the intergenerational impacts on all generations;

(b) include elements of research and of capacity building for communities, including Communities of Interest, to address their long-term healing needs;

(c) include, where and when possible, and depending on local needs and circumstances, a holistic approach including medial and traditional methodologies;

(d) address special needs of segments of the population, including those of the elderly, youth and women; and

(e) be based on a community healing approach designed to address needs of individuals, families and communities, which may include Communities of Interest.

7.04 Contents of Application: For the purpose of assessing projects submitted by Eligible Recipients, the Foundation shall require all Eligible Recipients making application for funding to include in their applications:

(a) a proposal, which shall outline the objectives of the proposed project and the intended activities and results with regard to the Legacy of Indian Residential Schools, including the intergenerational impacts; and

(b) an implementation plan, which shall provide information on:

(i) the qualifications of the management team and other staff who would work on the project;
(ii) time lines and projected expenditures for all elements of the project;
(iii) funding commitments received by the Eligible Recipient from other sources with respect to the project, if any;
(iv) the specific population of Aboriginal People targeted by the project;
(v) the sustainability of the project, and the capacity of the applicant to conduct the activities and achieve the results stated in the proposal;
(vi) the relationship between the costs and potential benefits of the project;
(vii) an evaluation plan for the project; and
(viii) related programs, activities, and services where complementary linkages can be established.

7.05 Eligible Costs: The Foundation in providing funding for Eligible Projects, may pay, subject to section 7.06, all costs of the projects in accordance with the guidelines established in Article IX hereof.

7.06 Ineligible Costs: The following are not Eligible Costs:

(a) the cost of purchasing, directly or indirectly, real property or of repairing or maintaining real property owned directly or indirectly by the Eligible Recipient is not an Eligible Cost, except in exceptional cases where, in the opinion of the Board, such costs are necessary and ancillary to the effective implementation of the Eligible Project;

(b) the costs related to compensation to individuals, any litigation or any public inquiry related to Indian Residential Schools in not an Eligible Cost; this does not preclude elements of projects involving locally based public inquiries for healing purposes relating to Indian Residential Schools; and

(c) the cost related to an Eligible Project which duplicates programs, activities or services provided by or within funding from the federal, provincial or territorial government is not an Eligible Cost.

ARTICLE VIII - OTHER CONTRIBUTIONS

8.01 Other Contributions: The Foundation shall:

(a) encourage Eligible Recipients to develop collaborative arrangements with the private sector, the voluntary sector, religious organizations, and with the aboriginal, municipal, provincial, territorial and federal governments; and

(b) encourage Eligible Recipients to secure commitments from the private sector, the voluntary sector, religious organizations, and with the municipal, provincial and territorial governments for contributions, either financial or in kind, to fund Eligible Projects.

ARTICLE IX - COMMITMENTS AND DISBURSEMENTS

9.01 Commitments: The Foundation shall make best efforts to commit the Amount by the first anniversary of the Implementation Date.

9.02 Disbursement: The Foundation shall disburse the Amount prior to the fourth anniversary of the Implementation Date.

9.03 Guidelines on Funding:

(a) Until a Board of seventeen directors is appointed, the Foundation shall not approve or make any funding commitments for any proposals or projects.

(b) The Foundation may provide funding up to 100 per cent of the Eligible Costs for any Eligible Project.

(c) The Foundation shall require that all Eligible Recipients receiving funding for any Eligible Project account by providing reports on activities and results to the project's target population and to the Board. All agreements entered into by the Foundation with Eligible Recipients shall be subject to financial and project audits by the Foundation.

(d) The Foundation shall ensure that the process for the assessment of project proposals is transparent with clear selection criteria and that there is a clearly defined appeal process conducted for unsuccessful project proposals.

9.04 Advances and Payments: The Foundation shall enter into agreements with the Eligible Recipients respecting, among other things, the manner in which the Foundation will make advances in respect of the commitment to the Eligible Recipient, when those advances will be made and any terms and conditions on which payments will be made, including the achievement of agreed upon milestones.

9.05 Periodic Payments: The Foundation shall make periodic payments to Eligible Recipients to whom funding has been committed in accordance with a schedule of payments agreed to by the Foundation and the Eligible Recipient, (which schedule shall match as closely as possible the expected disbursements to be made by the Eligible Recipient) or, if the Foundation and the Eligible Recipient so agree, a lump sum payment may be made on the condition that the part of the amount not needed for immediate disbursement be invested and proceeds of that investment be accounted in the project.

ARTICLE X - COVENANTS OF THE FOUNDATION

10.01 Covenants of the Foundation: The Foundation covenants and agrees with Her Majesty not to authorize or permit, except by mutual agreement, the adoption of any by-law, or any amendment or change in its letters patent or by-laws or the adoption of any rule, regulation or procedure, whether or not in writing, that is contrary to or in conflict with any provision of this Funding Agreement including the conditions in Schedule 9.01. No material changes in the objectives of the Fund, the use of the Fund's investment policy will be undertaken without prior written approval of the responsible Minister.

ARTICLE XI - FINANCIAL MATTERS AND AUDITS

11.01 Books of Account:

(a) The Board shall cause books of account and other record to be kept and shall establish financial and management controls, information systems and management practices that will ensure that the business and affairs of the Foundation are carried on, and the financial, human and physical resources of the Foundation are managed effectively, efficiently and economically.

(b) The books of account and other records of the Foundation shall be maintained in accordance with generally accepted accounting principles, consistently applied, and in such a way that they shall demonstrate that the assets of the Foundation are properly

protected and controlled and that its business and affairs are conducted in accordance with the provisions of this Funding Agreement, and in such a way that they will show

(i) descriptions and book values of all investments of the Foundation; and

(ii) the Eligible Recipients who have received, and are about to receive funding from the Foundation in respect of Eligible Projects, the nature and extent of the projects and the amount of the funding.

(c) The Foundation shall account for and report on the Amount separately from other sources of funds.

11.02 Auditor:

(1) The Members;

(a) as soon as possible after incorporation, shall appoint an auditor for the first fiscal year;

(b) at its first meeting in each fiscal year shall appoint an auditor for the Foundation for the fiscal year and fix the Auditor's remuneration.

(2) The Auditor shall be

(a) a natural person who

(i) is a member in good standing of an institute or association of accountants incorporated by or under an act of the legislature of a province,

(ii) has at least five years experience at a senior level in carrying out audits,

(iii) is ordinarily resident in Canada, and

(iv) is independent of the Board, each of the Directors and each of the officers of the Foundation; or

(b) a firm of accountants at least one of whose Members meet the qualifications set out in paragraph (a).

(3) If an auditor is not appointed at the first meeting of the Members in a fiscal year, the Auditor for the preceding fiscal year shall continue in office until a

successor is appointed. On the expiration of the appointment of the Auditor, the Auditor is eligible for re-appointment.

(4) The Members may by a Special Resolution remove the Auditor from office.

(5) An Auditor ceases to hold office when the Auditor

(a) dies;

(b) resigns; or

(c) is removed from office under subsection (4).

(6) The Members, at a meeting of the Members, may appoint an Auditor to fill any vacancy in the office of the auditor, but if the Members fail to fill the vacancy at a meeting, or if no meeting of the Members in convened without delay after the vacancy occurs, the Board shall appoint an Auditor to fill the vacancy.

(7) An Auditor appointed to fill a vacancy in the office holds office for the unexpired term of the predecessor in the office.

11.03 Conduct of the Audit:

(a) The Auditor for the fiscal year shall, as soon as possible after the end of the fiscal year, complete the audit of the books and records of the Foundation in accordance with generally accepted auditing standards of the Canadian Institute of Chartered Accountants (CICA) Handbook, consistently applied and submit a report of the audit to the Members.

(b) A meeting of the Members shall be convened to consider the report of the Auditor for a fiscal year and at the meeting the Members shall by resolution receive the report.

11.04 Audit Committee:

(a) The Board shall appoint an audit committee consisting of not fewer than three Directors and fix the duties and functions of the committee

(b) In addition to any other duties and functions it is required to perform, the audit committee may cause internal audits to be conducted to ensure compliance by the officers and employees of the Foundation with management and information systems and controls established by the Board.

11.05 Annual Report:

(1) The Foundation shall, within three months after the end of each fiscal year, prepare an annual report in at least both official languages of its activities during the year and include in the report

(a) its financial statement for the year, prepared in accordance with Generally Accepted Accounting Principles, as approved by the Board including

(i) its balance sheet as at the end of the fiscal year;
(ii) a statement of income for the fiscal year;
(iii) a statement of change in financial position for the fiscal year;
(iv) a statement of investment portfolio; and,
(v) individual statements for each of the Recipient's subsidiaries.

(b) the report of the Auditor for the year in respect of the audit of the books and records of the Foundation for the year, the Auditor's notes to financial statement and any other reports of the Auditor respecting the financial circumstances of the Foundation in the year;

(c) a statement of the Foundation's objectives for that year and a statement on the extent to which the Foundation met those objectives;

(d) a statement of the Foundation's objectives for the next year and for the foreseeable future;

(e) a statement of the Foundation's investment policies, standards and procedures;

(f) a list of Eligible Projects, funding provided, and a description of progress achieved to date;

(g) criteria applied to select Eligible Projects;

(h) results of a program evaluation or performance audit;

(i) the total remuneration paid to each of the following persons in that year by the Foundation, including any fees, allowance or other benefit;

(i) employees earning in excess of $75,000.00;
(ii) Board Members earning in excess of $75,000.00; and,
(iii) Contractors receiving total payments in excess of $75,000.00.

(j) steps taken with respect to a fair and equitable distribution of the Amount as per Section 7.01; and,

(k) a statement of the activities of each of the Recipient's subsidiaries.

(2) Before the annual report of the Foundation for a fiscal year is distributed to the public, it shall be approved by the Board and by the Members at a meeting of the Members.

(3) After the annual report of the Foundation for a fiscal year is approved as required under subsection (2), the report shall be made public in accordance with the by-laws of the Foundation and a copy shall be sent to the Minister who shall cause a copy of the report to be laid before each House of Parliament on any of the first fifteen days on which that House is sitting after the Minister receives it.

11.06 Public Communication and Accountability:
The Foundation shall:

(a) implement a public communications and accountability strategy to communicate its annual report and publicly account for its activities during the year, including participation in public meeting(s).

(b) provide appropriate recognition of the contribution of the Government of Canada in its programs, advertising and public communications. Recognition of Canada's support to the Foundation will be in accordance with the Federal Identity Program.

(c) give reasonable prior notice to the Minister of a proposed public announcement(s) or ceremonies relating to its activities. The Minister, or his designated representative, will be invited to participate in such announcements or ceremonies to take place at a mutually agreed date. Where the Minister or other representative of Canada wishes to participate in such an announcement or ceremony, the Foundation shall co-operate with the representatives of Canada during such announcement.

11.07 Wind-up Provision:

(1) Subject to the applicable requirements of the Income Tax Act (Canada) and any other applicable legislation with respect to Non-profit Organizations or charitable organizations, as the case may be where both Parties agree that the Foundation shall wind up and dissolve, the unspent amount shall be distributed, by agreement of the Parties to either or both:

(a) one or more Non-profit Organization(s) in Canada whose objects are the same as or similar to the objects of the Foundation; with preference given to an aboriginally-controlled organization; and/or

(b) one or more charitable organizations; with preference given to an aboriginally-controlled organization.

(2) Despite section 11.07(1), if the Foundation is wound up or dissolved, Canada may require the Foundation to repay out of the moneys arising from the liquidation to the Receiver General for credit to the Consolidated Revenue Fund any amount that is so repayable under the terms of this funding agreement.

11.08 Official Languages: The Foundation shall provide its communications and services to the public in at least both official languages of Canada (French and English) in accordance with the spirit and intent of Part IV of the *Official Languages Act*, R.S.C. (1985) c.31. More specifically, the Foundation shall:

(a) make any announcements, or documents for Eligible Recipients concerning the national strategy in the official language of their choice;

(b) actively offer its services to Eligible Recipients in the official language of their choice;

(c) ensure that any nation-wide communication aimed at the general public is provided in both official languages and that related documents be available in both official languages; and

(d) ensure, when it is appropriate, that the agreements awarding funding to Eligible Recipients provide for a linguistic clause regarding the recipients' communications to the public, where a significant demand exists for services from an Eligible Recipient to the public in either official language.

11.09 Conflict of Interest:

The Foundation shall include in its by-laws provisions that:

(a) entitle an Eligible Recipient that has made a proposal for a project to the Foundation to request the Board to make a ruling as to the possible conflict of interest of a Director in the consideration or disposal of the proposal; and

(b) establish procedures to be followed by the Board in responding to the request and giving the ruling.

(c) establish policies for conflict of interest and code of conduct of directors, committee members, officers and advisors of the Foundation.

11.10 Corporate Plan: The Foundation will provide corporate plans annually to the Minister at least two months prior to the beginning of the Foundation's fiscal year. Such corporate plans will include, but not be limited to:

(a) Short and medium term outcomes, (updated as applicable) per the Strategic plan;

(b) Reference to the Foundation's previous year's corporate plan, especially its successes and remaining challenges;

(c) Details of the Fund and its management;

(d) Planned expenditures for the upcoming year, including, but not limited to, the amount of revenue to be drawn from the Fund's income for the fiscal year;

(e) Planned activities for the upcoming year;

(f) The anticipated results of those activities;

(g) The anticipated revenues from other sources;

(h) Risk assessments and mitigation strategies; and,

(i) Ongoing performance monitoring strategies.

The Minister may table a copy or a summary of these in Parliament.

11.11 Performance Audit: The Foundation agrees to have carried out an independent performance (value-for money) audit to ensure the economy, efficiency and effectiveness with which funds have been used, at least once every 5 years.

The report shall be made public and a copy shall be sent to the Minister.

The Minister may cause the copy of the report to be laid before each House of Parliament on any of the first fifteen (15) days on which the House is sitting after the Minister receives it.

11.12 Minister's and Auditor General's Right to Audit: Each of Canada and the Auditor General of Canada may, after consultation with the Foundation, choose to conduct his own performance (value-for-money) audit or compliance audit with respect to the use of funds received from Her Majesty in right of Canada, no less frequently than every five years, to be carried out by such a person as the Minister may appoint, at his own cost. The auditor (each of Canada and the Auditor General of Canada) will provide the Foundation with a description of the scope and criteria of the performance and compliance audits. The auditor will be entitled to such information as, in his opinion, is necessary for the fulfillment of its responsibilities. The Foundation will cooperate and provide access to the appropriate records and staff to the auditor to conduct such audits. The auditor will share a copy of the resulting report with the Foundation and with the Minister when the auditor is the Auditor General of Canada. Where the audits are completed by the Auditor General of Canada, the results may be reported to Parliament in a Report of the Auditor General. Where the audit is conducted by the Minister, the Minister may make the results public and report them to Parliament. The Foundation will cooperate and provide access to the appropriate records to conduct such an audit. The Minister may share a copy of the resulting report with the Foundation and agrees to discuss any concerns raised in the audit with the Foundation.

The Minister may cause the copy of the report to be laid before each House of Parliament on any of the first fifteen days on which the House is sitting after the Minister receives it.

11.13 Program Evaluation: The Foundation agrees to have carried out, no less frequently than every 5 years, by an independent third-party using recognized evaluation standards, an evaluation of its activities and projects according to a framework to be approved by the Board, at least once every 5 years. The evaluation will measure the overall performance of the Foundation in achieving the outcomes identified in the Funding Agreement.

11.14 Minister's Right to Conduct a Program Evaluation: The Minister may, after consultation with the Foundation, choose to conduct his own evaluation, by an evaluator(s) of his choosing, of the Funding Agreement as an instrument of policy of the Government of Canada, at his own cost. The Foundation will cooperate and provide access to the appropriate records to conduct such an evaluation. The evaluation report shall be made public and a copy shall be sent to the Minister. The Minister may share a copy of the resulting report with the Foundation and agrees to discuss any concerns raised in the evaluation with the Foundation. The

Minister may cause the copy of the report to be laid before each House of Parliament or any of the first fifteen days on which the House is sitting after the Minister receives it.

11.15 Default: The following shall constitute events of default:

(a) If the Foundation becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

(b) An order is made or resolution passed for the winding-up of the Foundation or the Foundation is dissolved, except where the Parties agree to the winding-up, dissolution and the distribution of the Uncommitted Amount in accordance with Section 11.07;

(c) The Foundation has submitted materially false or misleading information or has made misrepresentations of a material nature to the Minister, other than in good faith;

(d) The Foundation makes a materially false or misleading statement concerning support by the Minister or the Government of Canada in any internal and/or public communication, other than in good faith;

(e) The Foundation ceases its activities or substantially changes the nature of its business;

(f) The Foundation has not met or satisfied any of the material terms and conditions of the Funding Agreement.

11.16 Rectification Period:

(a) The events of default in Subsections 11.15 (c), (d) and (e) (with respect to the Foundation ceasing its activities or substantially changing the nature of its business) and Subsections 11.15 (f) shall only be considered events of default if the Foundation has been notified in writing by the Minister of the alleged default and the Foundation has not rectified the default within thirty (30) days of written notice thereof.

(b) Where the Minister is concerned about the probability of imminent default as outlined in the Section 11.15, under the Funding Agreement, the Minister will notify the Foundation in writing and the two parties will discuss the concerns, with the Foundation rectifying any default within thirty (30) days of written notice thereof.

(c) Remedies. If an event of default as outlined in Section 11.15 has occurred, or in the reasonable opinion of the Minister, is likely to occur, and the Foundation has not rectified as in Section 11.16 (a), or the Minister has notified the Foundation pursuant to section 10.16(b), the Minister may require the Foundation to repay any unspent portion of the Amount.

(d) No waiver . The fact that the Minister refrains from exercising a remedy he is entitled to exercise under the Funding Agreement will not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred on him will not prevent him in any way from later exercising any other right or remedy under this Funding Agreement or other applicable law, unless the Minister waives such right in writing.

ARTICLE XII – ARBITRATION

12.01 Arbitration: Any dispute arising out of or in connection with this Funding Agreement, including any question regarding its existence, validity or termination, shall be submitted to and fully resolved by arbitration under the *Arbitration Act* of Ontario as amended or substituted from time to time, except to the extent the rules and procedures therein contained are modified by the rules for arbitration set out in Schedule 11.01 hereof.

12.02 Power of Arbitrator: In the event that an arbitrator concludes that either Party has not complied with its obligations under this Funding Agreement, the arbitrator may order such Party to comply with the provisions of this Funding Agreement in the future, and in the event of non-compliance by the Foundation, the arbitrator may direct the Foundation in the way in which it must modify its funding programs so as to comply with these requirements in the future.

12.03 Transfer of Funds to Third Party: In the event that the arbitrator determines that the Foundation has significantly or repeatedly breached any of the provisions of this Funding Agreement, the arbitrator shall have the power to designate a third party, subject to the approval of Her Majesty (after consulting with the National Aboriginal Organizations who have nominated Members of the Board), to hold and disburse the remaining Amount in accordance with the terms of this Funding Agreement.

12.04 Costs of Arbitration: The costs of arbitration shall be shared equally by the Parties.

ARTICLE XIII – CONFIDENTIALITY

13.01 Confidentiality: The Foundation shall develop a policy relating to confidentiality which shall define what constitutes confidential information, the treatment to be given to such information and the circumstances under which such information may be disclosed by the Foundation, Directors and officers, employees, agents and representatives of the Foundation, Eligible Recipients or other Persons.

ARTICLE XIV - INTERPRETIVE MATTERS AND CONVENTIONS

14.01 Gender and Number: Any reference in this Funding Agreement to gender shall include all genders and words importing the singular number only shall include the plural and vice versa.

14.02 Headings: The provision of a Table of Contents, the division of this Funding Agreement into Articles, Sections, Subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Funding Agreement.

14.03 Statutory References: Unless expressly stated to the contrary, any references in this Funding Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other Regulatory Authority shall be construed as a reference thereto as enacted at the date hereof as such law, by-law, rule, regulation, order or act may be amended, re-enacted or superseded from time to time.

14.04 Calculation of Time Period: When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Funding Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next Business Day.

14.05 Performance on Holidays: If under this Funding Agreement any payment or calculation is to be made or any other action is to be taken on a day which is not a Business Day, the payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a Business Day.

14.06 References: In this Funding Agreement, references to “hereof, “hereto”, and “hereunder” and similar expressions mean and refer to this Funding

Agreement taken as a whole and not to any particular Article, Section, Subsection or other subdivision, "Article", "Section", Subsection" or other subdivision of this Funding Agreement followed by a number means and refers to the specified Article, Section, Subsection or other subdivision of this Funding Agreement.

ARTICLE XV – MISCELLANEOUS

15.01 Severability: If any provision of this Funding Agreement is determined to be invalid or unenforceable by an arbitrator that provision shall be deemed to be severed herefrom and the remaining provisions of this Funding Agreement shall not be affected thereby and shall remain valid and enforceable; provided that in the event that any portion of this Funding Agreement shall have been so determined to be invalid or unenforceable (the "offending portion"), the Parties shall negotiate in good faith such changes to this Funding Agreement as will best preserve for the Parties the benefits and obligations of such offending portion.

15.02 Amendments: This Funding Agreement may only be amended, modified or supplemented by a written agreement signed by both of the Parties; Her Majesty's execution of such agreement will be subject to internal review processes.

15.03 Meeting of the Parties: Within the sixty days following the annual meeting of Members referred to in Section 11.05, the Parties may, at the request of either Party, meet to discuss the operation of the Foundation relating to the Funding Agreement, including the investment provisions.

15.04 Waiver: All waivers under this Funding Agreement must be made in writing and failure at any time to require any Party's performance of any obligations under this Funding Agreement shall not affect the right subsequently to require performance of that obligation. No waiver of any of the provisions of this Funding Agreement by either Party shall be deemed to constitute a waiver of such provision by the other Party or a waiver by such Party of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the Party to be bound thereby.

15.05 Governing Law: This Funding Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15.06 Entire Agreement: This Funding Agreement constitutes the entire agreement between the Parties pertaining to the matters contemplated

hereby and supersedes all prior agreements, understandings, negotiations and discussion, whether oral or written, of the Parties.

15.07 Indemnification and Limitation of Liability: The Foundation shall indemnify and hold harmless Her Majesty from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any wilful or negligent act, omission or delay on the part of the Foundation, or the Directors, officers, employees or agents of the Foundation. Notwithstanding anything to the contrary contained herein, neither of the Parties will be liable for the indirect, or consequential damages of the other Party nor for loss of revenues or profits. Therefore, the Parties expressly acknowledge and agree that they will not be liable for each other's indirect, or consequential damages or for damages for lost profits or lost revenues under this Funding Agreement, regardless of whether such liability arises in tort (including negligence), contract, fundamental breach or breach of a fundamental term, misrepresentation, breach or warranty, breach of fiduciary duty, indemnification or otherwise.

15.07.01 Limitation of Liability arising from the Charter and Human Rights Legislation: The Foundation shall satisfy any judgement or order made by a court or human rights tribunal against Her Majesty which judgement or order determines that an act or omission of the Foundation or any entity funded by the Foundation to carry out the objects of the Foundation breached the Canadian Charter of Rights and Freedoms or human rights legislation in connection with the Eligible Project, by paying any damages or making good any financial liability and by making any modifications to the actions of the Foundation or entity funded by the Foundation to comply with such judgement or order.

15.07.02 Survival: The provisions of Sections 15.07 and 15.07.01 shall survive termination of this Agreement with respect to matters arising prior to the termination of the Agreement.

15.08 Further Assurances: The Parties will, from time to time during the course of this Funding Agreement or upon its expiry and without further consideration, execute and deliver such other documents and instruments and take such further action as the other may reasonably require to effect the activities contemplated hereby.

15.09 Notices: Any notice, direction or other instrument required or permitted to be given under this Funding Agreement shall be in writing (including telecopier, telex or any other means of communication by which words are capable of being visibly and instantaneously reproduced at a distant point

of reception) and given by delivering it or sending it by telecopy or other similar means of communication addressed:

(1) if to the Foundation, at:

Attention: Chief Executive Officer

Telecopier:

(2) if to the Minister at:

Telecopier:

Any such notice, direction or other instrument given as aforesaid shall be effective upon the date of delivery or transmission, as the case may be, unless delivered or transmitted on a day which is not a Business Day in which event it shall be deemed to be effective on the next Business Day. Either Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the Party at its changed address.

15.10 Time of the Essence: Time shall be of the essence in this Funding Agreement.

15.11 Third Party Beneficiaries: Each Party intends that this Funding Agreement shall not benefit or create any right or cause of action in, or on behalf of, any Person, other than the Parties and no Person, other than the Parties, shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum.

15.12 Assignment and Successors: This Funding Agreement and any rights or duties hereunder may not be transferred, assigned or delegated to any other Person by either Party without the express prior written consent of the other Party to this Funding Agreement, such consent not to be unreasonably withheld. This Funding Agreement shall inure to the benefit of and be binding upon the Parties, their successors and permitted assigns.

15.13 Relationship of the Parties: Nothing contained in this Funding Agreement shall be construed to place the Parties in the relationship of partners or joint venturers and neither Party shall have any right to obligate or bind the other Party in any manner.

Moreover, this is an agreement for the performance of a service and the Foundation is engaged under the Agreement as an independent entity for the sole purpose of providing a service. Neither the Foundation nor any of the Foundation's personnel is engaged under the Agreement as an employee, servant or agent of Her Majesty. For greater certainty, in no event will the Foundation or any of its Directors, officers, employees or agents be entitled to bind or obligate Her Majesty and in no event will any of the foregoing be considered to be an agent of Her Majesty. The Foundation agrees to be solely responsible for any and all applications, reports, payments, deductions, or contributions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation or Income Tax.

15.14 Remedies Cumulative: All rights, powers and remedies provided under this Funding Agreement or otherwise available in respect thereof at law or in equity shall be cumulative and not alternative and the exercise or beginning of the exercise of any thereof by either Party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such Party.

15.15 Costs and Expenses: The Foundation shall pay all legal and accounting costs and expenses incurred by it in authorizing, preparing and executing this Funding Agreement.

15.16 Execution in Counterparts: This Funding Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

15.17 Excusable Delays: The dates and times by which either Party is required to perform any obligation under this Funding Agreement shall be postponed automatically to the extent, for the period of time, that the Party is prevented from so performing by circumstances beyond its reasonable control. Said circumstances shall include acts of nature, strikes, lockouts, riots, acts of war, epidemics, government regulations imposed after the fact, fire, communications failures, power failures, earthquakes or other disasters.

15.18 Excluded Persons: No member of the House of Commons or Senate shall be admitted to any share or part of this Funding Agreement nor to any benefit to arise therefrom. The members of the House of Commons and the Senate shall not be appointed as Directors on the Board.

15.19 Lobbyists: Where lobbyists are used, the Foundation must ensure that the lobbyists are registered in accordance with the *Lobbyist Registration Act,* that no actual or potential conflict of interest exists, that the Foundation does not pay lobbyists on a contingency fee basis, and in circumstances where the Foundation contracts with the lobbyists to assist them when seeking grants from federal government entities, fees paid to lobbyists cannot be related to the value of the grants received.

IN WITNESS WHEREOF the Parties have caused, their duly authorized representatives to execute this Funding Agreement made the day of ,2006, as of the date first above written.

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT AND FEDERAL INTERLOCUTOR FOR MÉTIS AND NON-STATUS INDIANS

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MINISTER OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT AND FEDERAL INTERLOCUTOR FOR MÉTIS AND NON-STATUS INDIANS

FOR ABORIGINAL HEALING FOUNDATION

_____ _____
Chairman

SCHEDULE 9.01 - FEDERAL CONDITIONS FOR FUNDING THE RESIDENTIAL SCHOOLS HEALING STRATEGY

The following conditions shall be reflected at all times in either the Letters Patent of Incorporation and By-laws of the Foundation; or, in the Funding Agreement; or, both.

1. Composition of the Board shall reflect the interests of all Aboriginal People, and provide for a majority of First Nations representatives. The decision-making processes of the Board shall be fair and reflect the appropriate interests of all Aboriginal People.

2. Members of the Board shall not hold political office in any government or representative Aboriginal political organization.

3. A Board selection process, acceptable to the Government of Canada, shall be stipulated in the by-laws of said Foundation.

4. The Amount shall not be used as compensation to individuals, or to pay any costs for litigation or any public inquiry related to Indian Residential Schools.

5. Initiatives supported by the Amount shall focus on the healing needs of Aboriginal People affected by the Legacy of Indian Residential Schools, including the intergenerational impacts.

6. Disbursement of the Amount shall be fair and equitable, taking into account, and honouring, the geographical and demographic reality and the concentration across Canada of First Nations, Inuit and Métis who attended Indian Residential Schools, and those who are affected by the Legacy of Indian Residential Schools, including the intergenerational impacts.

7. The process for the assessment of initiatives to be supported by the Amount shall be transparent with clear selection criteria; this process will include a clearly defined appeal process for unsuccessful proposals.

8. Proposals submitted shall include clear objectives, time frames and expected outcomes.

9. Accountability will be achieved through public annual reports, including an annual auditor's report, as well as, a public communications and accountability strategy, including participation in public meetings.

SCHEDULE 11.01 - RULES FOR ARBITRATION

The following rules and procedures (the "Rules") shall apply with respect to any matter to be arbitrated by the Parties under the terms of this Funding Agreement.

1. INITIATION OF ARBITRATION PROCEEDINGS

(a) If any Party to this Funding Agreement wishes to have any matter under the Funding Agreement arbitrated in accordance with the provisions of this Funding Agreement, it shall give notice to the other Party specifying particulars of the matter or matters in dispute and proposing the name of the individual it wishes to be the single arbitrator. Within 15 days after receipt of such notice, the other Party shall give notice to the first Party advising whether such Party accepts the arbitrator proposed by the first Party. If such notice is not given within such 15 day period, the other Party shall be deemed to have accepted the arbitrator proposed by the first Party. If the Parties do not agree upon a single arbitrator within such 15 day period, either Party may apply to a judge of the Ontario Court General Division under the Arbitration Act, as amended or substituted for from time to time, for appointment of a single arbitrator (the "Arbitrator").

(b) The individual selected as Arbitrator shall be qualified by education and experience to decide the matter in dispute and shall be at arm's length from both Parties.

2. SUBMISSION OF WRITTEN STATEMENTS

(a) Within 20 days of the appointment of the Arbitrator, the Party initiating the arbitration (the "Claimant") shall send the other Party (the "Respondent") a statement of claim ("Statement of Claim") setting out in sufficient detail the facts and any contentions of law on which it relies and the relief that it claims.

(b) Within 20 days of the receipt of the Statement of Claim, the Respondent shall send the Claimant a statement of defence ("Statement of Defence") stating in sufficient detail which of the facts and contentions of law in the Statement of Claim it admits or denies, on what grounds and on what other facts and contentions of law it relies.

(c) Within 20 days of receipt of the Statement of Defence, the Claimant may send the Respondent a statement of reply ("Statement of Reply").

(d) All Statements of Claim, Defence and Reply shall be accompanied by copies (or, if they are especially voluminous, lists) of all essential documents on which the Party concerned relies and which have not previously been submitted by any Party.

(e) After submission of all the Statements, the Arbitrator will give directions for the further conduct of the arbitration.

3. MEETINGS AND HEARINGS

(a) The arbitration shall take place in the National Capital Region as described in the Schedule to the National Capital Act, or in such another place as the Claimant and the Respondent shall agree upon in writing. The arbitration shall be conducted in English unless otherwise agreed by such Parties and the Arbitrator. Subject to any adjournments which the Arbitrator allows, the final hearing will be continued on successive working days until it is concluded.

(b) All meetings and hearings will be in private unless the Parties otherwise agree.

(c) Each Party may be represented at any meetings or hearings by legal counsel.

(d) Each Party may examine, cross-examine and re-examine all witnesses at the arbitration.

(e) The Parties may agree to conduct the arbitration in part or in whole by way of written submission.

4. THE DECISION

(a) The Arbitrator will make a decision in writing and, unless the Parties otherwise agree, will set out reasons for decision in the decision.

(b) The Arbitrator will send the decision to the Parties as soon as practicable after the conclusion of the final hearing, but in any event no later than 60 days thereafter unless that time period is extended for a fixed period by the Arbitrator on written notice to each Party because of illness or other cause beyond the Arbitrator's control.

5. JURISDICTION AND POWERS OF THE ARBITRATOR

(a) By submitting to arbitration under these Rules, the Parties shall be taken to have conferred on the Arbitrator the following jurisdiction and powers, to be exercised at the Arbitrator's discretion subject only to these Rules and in accordance with the law, with the object of ensuring the just, expeditious, economical and final determination of the dispute referred to arbitration.

(b) Without limiting the jurisdiction of the Arbitrator at law, the Parties agree that the Arbitrator shall have jurisdiction to:

(i) determine any question of law arising in the arbitration;

(ii) determine any question as to the Arbitrator's jurisdiction;

(iii) determine any question of good faith, dishonesty or fraud arising in the dispute;

(iv) order any Party to furnish further details of that Party's case in fact or in law;

(v) proceed in the arbitration notwithstanding the failure or refusal of any Party to comply with these Rules or with the Arbitrator's orders or direction, or to attend any meeting or hearing, but only after giving that Party written notice that the Arbitrator intends to do so;

(vi) receive and take into account such written or oral evidence tendered by the Parties as the Arbitrator determines is relevant, whether or not strictly admissible in law;

(vii) make one or more interim awards;

(viii) hold meetings and hearings and make a decision (including a final decision) in Ontario or elsewhere with the concurrence of the Parties thereto;

(ix) order the Parties to produce to the Arbitrator and to each other for inspection and to supply copies of, any documents or classes of documents in their possession or power which the Arbitrator determines to be relevant;

(x) order the preservation, storage, sale or other disposal of any property or thing under the control of either of the Parties;

(xi) make interim order to secure all or part of any amount in dispute in the arbitration; and

(xii) exercise the powers et out in section 11.02 and 11.03 of the Funding Agreement.

(c) Without otherwise limiting the jurisdiction of the Arbitrator at law, the Arbitrator shall not make any order requiring the reimbursement of any part of the Amount to Her Majesty.

SCHEDULE "N"

MANDATE FOR THE TRUTH AND RECONCILIATION COMMISSION

There is an emerging and compelling desire to put the events of the past behind us so that we can work towards a stronger and healthier future. The truth telling and reconciliation process as part of an overall holistic and comprehensive response to the Indian Residential School legacy is a sincere indication and acknowledgement of the injustices and harms experienced by Aboriginal people and the need for continued healing. This is a profound commitment to establishing new relationships embedded in mutual recognition and respect that will forge a brighter future. The truth of our common experiences will help set our spirits free and pave the way to reconciliation.

Principles

Through the Agreement, the Parties have agreed that an historic Truth and Reconciliation Commission will be established to contribute to truth, healing and reconciliation.

The Truth and Reconciliation Commission will build upon the "Statement of Reconciliation" dated January 7, 1998 and the principles developed by the Working Group on Truth and Reconciliation and of the Exploratory Dialogues (1998-1999). These principles are as follows: accessible; victim-centered; confidentiality (if required by the former student); do no harm; health and safety of participants; representative; public/transparent; accountable; open and honourable process; comprehensive; inclusive, educational, holistic, just and fair; respectful; voluntary; flexible; and forward looking in terms of rebuilding and renewing Aboriginal relationships and the relationship between Aboriginal and non-Aboriginal Canadians.

Reconciliation is an ongoing individual and collective process, and will require commitment from all those affected including First Nations, Inuit and Métis former Indian Residential School (IRS) students, their families, communities, religious entities, former school employees, government and the people of Canada. Reconciliation may occur between any of the above groups.

Terms of Reference

1. **Goals**

The goals of the Commission shall be to:

(a) Acknowledge Residential School experiences, impacts and consequences;

(b) Provide a holistic, culturally appropriate and safe setting for former students, their families and communities as they come forward to the Commission;

(c) Witness,[1] support, promote and facilitate truth and reconciliation events at both the national and community levels;

(d) Promote awareness and public education of Canadians about the IRS system and its impacts;

(e) Identify sources and create as complete an historical record as possible of the IRS system and legacy. The record shall be preserved and made accessible to the public for future study and use;

(f) Produce and submit to the Parties of the Agreement[2] a report including recommendations[3] to the Government of Canada concerning the IRS system and experience including: the history, purpose, operation and supervision of the IRS system, the effect and consequences of IRS (including systemic harms, intergenerational consequences and the impact on human dignity) and the ongoing legacy of the residential schools;

(g) Support commemoration of former Indian Residential School students and their families in accordance with the Commemoration Policy Directive (Schedule "X" of the Agreement).

2. Establishment, Powers, Duties and Procedures of the Commission

The Truth and Reconciliation Commission shall be established by the appointment of "the Commissioners" by the Federal Government through an Order in Council, pursuant to special appointment regulations.

Pursuant to the Court-approved final settlement agreement and the class action judgments, the Commissioners:

(a) in fulfilling their Truth and Reconciliation Mandate, are authorized to receive statements and documents from former students, their families, community and all other interested participants, and, subject to (f), (g) and (h) below, make use of all documents and materials produced by the parties. Further, the Commissioners are authorized and required in the public interest to archive all such documents, materials, and transcripts or recordings of statements received, in a manner that will ensure their preservation and accessibility to the public and in accordance with access and privacy legislation, and any other applicable legislation;

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[1] This refers to the Aboriginal principle of "witnessing".

[2] The Government of Canada undertakes to provide for wider dissemination of the report pursuant to the recommendations of the Commissioners

[3] The Commission may make recommendations for such further measures as it considers necessary for the fulfillment of the Truth and Reconciliation Mandate and goals.

(b) shall not hold formal hearings, nor act as a public inquiry, nor conduct a formal legal process;

(c) shall not possess subpoena powers, and do not have powers to compel attendance or participation in any of its activities or events. Participation in all Commission events and activities is entirely voluntary;

(d) may adopt any informal procedures or methods they may consider expedient for the proper conduct of the Commission events and activities, so long as they remain consistent with the goals and provisions set out in the Commission's mandate statement;

(e) may, at its discretion, hold sessions in camera, or require that sessions be held in camera;

(f) shall perform their duties in holding events, in activities, in public meetings, in consultations, in making public statements, and in making their report and recommendations without making any findings or expressing any conclusion or recommendation, regarding the misconduct of any person, unless such findings or information has already been established through legal proceedings, by admission, or by public disclosure by the individual. Further, the Commission shall not make any reference in any of its activities or in its report or recommendations to the possible civil or criminal liability of any person or organization, unless such findings or information about the individual or institution has already been established through legal proceedings;

(g) shall not, except as required by law, use or permit access to statements made by individuals during any of the Commissions events, activities or processes, except with the express consent of the individual and only for the sole purpose and extent for which the consent is granted;

(h) shall not name names in their events, activities, public statements, report or recommendations, or make use of personal information or of statements made which identify a person, without the express consent of that individual, unless that information and/or the identity of the person so identified has already been established through legal proceedings, by admission, or by public disclosure by that individual. Other information that could be used to identify individuals shall be anonymized to the extent possible;

(i) notwithstanding (e), shall require in camera proceedings for the taking of any statement that contains names or other identifying information of persons alleged by the person making the statement of some wrong doing, unless the person named or identified has been convicted for the alleged wrong doing. The Commissioners shall not record the names of persons so identified, unless the person named or identified has been

convicted for the alleged wrong doing. Other information that could be used to identify said individuals shall be anonymized to the extent possible;

(j) shall not, except as required by law, provide to any other proceeding, or for any other use, any personal information, statement made by the individual or any information identifying any person, without that individual's express consent;

(k) shall ensure that the conduct of the Commission and its activities do not jeopardize any legal proceeding;

(l) may refer to the NAC for determination of disputes involving document production, document disposal and archiving, contents of the Commission's Report and Recommendations and Commission decisions regarding the scope of its research and issues to be examined. The Commission shall make best efforts to resolve the matter itself before referring it to the NAC.

3. **Responsibilities**

In keeping with the powers and duties of the Commission, as enumerated in section 2 above, the Commission shall have the following responsibilities:

(a) to employ interdisciplinary, social sciences, historical, oral traditional and archival methodologies for statement-taking, historical fact-finding and analysis, report-writing, knowledge management and archiving;

(b) to adopt methods and procedures which it deems necessary to achieve its goals;

(c) to engage the services of such persons including experts, which it deems necessary to achieve its goals;

(d) to establish a research centre and ensure the preservation of its archives;

(e) to have available the use of such facilities and equipment as is required, within the limits of appropriate guidelines and rules;

(f) to hold such events and give such notices as appropriate. This shall include such significant ceremonies as the Commission sees fit during and at the conclusion of the 5 year process;

(g) to prepare a report;

(h) to have the report translated in the two official languages of Canada and all or parts of the report in such Aboriginal languages as determined by the Commissioners;

(i) to evaluate commemoration proposals in line with the Commemoration Policy Directive (Schedule "X" of the Agreement).

4. Exercise of Duties

As the Commission is not to act as a public inquiry or to conduct a formal legal process, it will, therefore, not duplicate in whole or in part the function of criminal investigations, the Independent Assessment Process, court actions, or make recommendations on matters already covered in the Agreement. In the exercise of its powers the Commission shall recognize:

(a) the unique experiences of First Nations, Inuit and Métis former IRS students, and will conduct its activities, hold its events, and prepare its Report and Recommendations in a manner that reflects and recognizes the unique experiences of all former IRS students;

(b) that the truth and reconciliation process is committed to the principle of voluntariness with respect to individuals' participation;

(c) that it will build upon the work of past and existing processes, archival records, resources and documentation, including the work and records of the *Royal Commission on Aboriginal Peoples* of 1996;

(d) the significance of Aboriginal oral and legal traditions in its activities;

(e) that as part of the overall holistic approach to reconciliation and healing, the Commission should reasonably coordinate with other initiatives under the Agreement and shall acknowledge links to other aspects of the Agreement such that the overall goals of reconciliation will be promoted;

(f) that all individual statements are of equal importance, even if these statements are delivered after the completion of the report;

(g) that there shall be an emphasis on both information collection/storage and information analysis.

5. Membership

The Commission shall consist of an appointed Chairperson and two Commissioners, who shall be persons of recognized integrity, stature and respect.

(a) Consideration should be given to at least one of the three members being an Aboriginal person;

(b) Appointments shall be made out of a pool of candidates nominated by former students, Aboriginal organizations, churches and government;

(c) The Assembly of First Nations (AFN) shall be consulted in making the final decision as to the appointment of the Commissioners.

6. **Secretariat**

The Commission shall operate through a central Secretariat.

(a) There shall be an Executive Director in charge of the operation of the Commission who shall select and engage staff and regional liaisons;

(b) The Executive Director and the Secretariat shall be subject to the direction and control of the Commissioners;

(c) The Secretariat shall be responsible for the activities of the Commission such as:

(i) research;

(ii) event organization;

(iii) statement taking/truth-sharing;

(iv) obtaining documents;

(v) information management of the Commission's documents;

(vi) production of the report;

(vii) ensuring the preservation of its records;

(viii) evaluation of the Commemoration Policy Directive proposals.

(d) The Executive Director and Commissioners shall consult with the Indian Residential School Survivor Committee on the appointment of the Regional Liaisons.

(e) Regional liaisons shall:

(i) act as knowledge conduits and promote sharing of knowledge among communities, individuals and the Commission;

(ii) provide a link between the national body and communities for the purpose of coordinating national and community events;

(iii) provide information to and assist communities as they plan truth and reconciliation events, coordinate statement-taking/truth-sharing and event-recording, and facilitate information flow from the communities to the Commission.

7. Indian Residential School Survivor Committee (IRSSC)

The Commission shall be assisted by an Indian Residential School Survivor Committee (IRSSC).

(a) The Committee shall be composed of 10 representatives drawn from various Aboriginal organizations and survivor groups. Representation shall be regional, reflecting the population distribution of Indian Residential Schools (as defined in the Agreement). The majority of the representatives shall be former residential school students;

(b) Members of the Committee shall be selected by the Federal Government, in consultation with the AFN, from a pool of eligible candidates developed by the stakeholders;

(c) Committee members are responsible for providing advice to the Commissioners on:

(i) the characteristics of a "community" for the purposes of participation in the Commission processes;

(ii) the criteria for the community and national processes;

(iii) the evaluation of Commemoration Policy Directive proposals;

(iv) such other issues as are required by the Commissioners.

8. Timeframe

The Commission shall complete its work within five years. Within that five year span, there are two timelines:

Two Year Timeline

(a) Preparation of a budget within three months from being launched, under the budgetary cap provision in the Agreement;

(b) Completion of all national events, and research and production of the report on historic findings and recommendations, within two years of the launch of the Commission, with the possibility of a 6 month extension, which shall be at the discretion of the Commissioners.

Five Year Timeline

(a) Completion of the community truth and reconciliation events, statement taking/truth sharing, reporting to the Commission from communities, and closing ceremonies;

(b) Establishment of a research centre.

9. Research

The Commission shall conduct such research, receive and take such statements and consider such documents as it deems necessary for the purpose of achieving its goals.

10. Events

There are three essential event components to the Truth and Reconciliation Commission: National Events, Community Events and Individual Statement-Taking/Truth Sharing. The Truth and Reconciliation process will be concluded with a final Closing Ceremony.

(A) National Events

The national events are a mechanism through which the truth and reconciliation process will engage the Canadian public and provide education about the IRS system, the experience of former students and their families, and the ongoing legacies of the institutions.

The Commission shall fund and host seven national events in different regions across the country for the purpose of:

(a) sharing information with/from the communities;

(b) supporting and facilitating the self empowerment of former IRS students and those affected by the IRS legacy;

(c) providing a context and meaning for the Common Experience Payment;

(d) engaging and educating the public through mass communications;

(e) otherwise achieving its goals.

The Commission shall, in designing the events, include in its consideration the history and demographics of the IRS system.

National events should include the following common components:

(f) an opportunity for a sample number of former students and families to share their experiences;

(g) an opportunity for some communities in the regions to share their experiences as they relate to the impacts on communities and to share insights from their community reconciliation processes;

(h) an opportunity for participation and sharing of information and knowledge among former students, their families, communities, experts, church and government officials, institutions and the Canadian public;

(i) ceremonial transfer of knowledge through the passing of individual-statement transcripts or community reports/statements. The Commission shall recognize that ownership over IRS experiences rests with those affected by the Indian Residential School legacy;

(j) analysis of the short and long term legacy of the IRS system on individuals, communities, groups, institutions and Canadian society including the intergenerational impacts of the IRS system;

(k) participation of high level government and church officials;

(l) health supports and trauma experts during and after the ceremony for all participants.

(B) **Community Events**

It is intended that the community events will be designed by communities and respond to the needs of the former students, their families and those affected by the IRS legacy including the special needs of those communities where Indian Residential Schools were located.

The community events are for the purpose of:

(a) acknowledging the capacity of communities to develop reconciliation practices;

(b) developing collective community narratives about the impact of the IRS system on former students, families and communities;

(c) involving church, former school employees and government officials in the reconciliation process, if requested by communities;

(d) creating a record or statement of community narratives - including truths, insights and recommendations - for use in the historical research and report, national events, and for inclusion in the research centre;

(e) educating the public and fostering better relationships with local communities;

(f) allowing for the participation from high level government and church officials, if requested by communities;

(g) respecting the goal of witnessing in accordance with Aboriginal principles.

The Commission, during the first stages of the process in consultation with the IRSSC, shall develop the core criteria and values consistent with the Commission's mandate that will guide the community processes.

Within these parameters communities may submit plans for reconciliation processes to the Commission and receive funding for the processes within the limits of the Commission's budgetary capacity.

(C) Individual Statement-Taking/Truth Sharing

The Commission shall coordinate the collection of individual statements by written, electronic or other appropriate means. Notwithstanding the five year mandate, anyone affected by the IRS legacy will be permitted to file a personal statement in the research centre with no time limitation.

The Commission shall provide a safe, supportive and sensitive environment for individual statement-taking/truth sharing.

The Commission shall not use or permit access to an individual's statement made in any Commission processes, except with the express consent of the individual.

(D) Closing Ceremony

The Commission shall hold a closing ceremony at the end of its mandate to recognize the significance of all events over the life of the Commission. The closing ceremony shall have the participation of high level church and government officials.

11. Access to Relevant Information

In order to ensure the efficacy of the truth and reconciliation process, Canada and the churches will provide all relevant documents in their possession or control to and for the use of the Truth and Reconciliation Commission, subject to the privacy interests of an individual as provided by applicable privacy legislation, and subject to and in compliance with applicable privacy and access to information legislation, and except for those documents for which solicitor-client privilege applies and is asserted.

In cases where privacy interests of an individual exist, and subject to and in compliance with applicable privacy legislation and access to information legislation, researchers for the Commission shall have access to the documents, provided privacy is protected. In cases where solicitor-client privilege is asserted, the asserting party will provide a list of all documents for which the privilege is claimed.

Canada and the churches are not required to give up possession of their original documents to the Commission. They are required to compile all relevant documents in an organized manner for review by the Commission and to provide access to their archives for the Commission to carry out its mandate. Provision of documents does not require provision of original documents. Originals or true copies may be provided or originals

may be provided temporarily for copying purposes if the original documents are not to be housed with the Commission.

Insofar as agreed to by the individuals affected and as permitted by process requirements, information from the Independent Assessment Process (IAP), existing litigation and Dispute Resolution processes may be transferred to the Commission for research and archiving purposes.

12. **National Research Centre**

A research centre shall be established, in a manner and to the extent that the Commission's budget makes possible. It shall be accessible to former students, their families and communities, the general public, researchers and educators who wish to include this historic material in curricula.

For the duration of the term of its mandate, the Commission shall ensure that all materials created or received pursuant to this mandate shall be preserved and archived with a purpose and tradition in keeping with the objectives and spirit of the Commission's work.

The Commission shall use such methods and engage in such partnerships with experts, such as Library and Archives Canada, as are necessary to preserve and maintain the materials and documents. To the extent feasible and taking into account the relevant law and any recommendations by the Commission concerning the continued confidentiality of records, all materials collected through this process should be accessible to the public.

13. **Privacy**

The Commission shall respect privacy laws, and the confidentiality concerns of participants. For greater certainty:

(a) any involvement in public events shall be voluntary;

(b) notwithstanding 2(i), the national events shall be public or in special circumstances, at the discretion of the Commissioners, information may be taken in camera;

(c) the community events shall be private or public, depending upon the design provided by the community;

(d) if an individual requests that a statement be taken privately, the Commission shall accommodate;

(e) documents shall be archived in accordance with legislation.

14. Budget and Resources

The Commission shall prepare a budget within the first three months of its mandate and submit it to the Minister of Indian Residential Schools Resolution Canada for approval. Upon approval of its budget, it will have full authority to make decisions on spending, within the limits of, and in accordance with, its Mandate, its establishing Order in Council, Treasury Board policies, available funds, and its budgetary capacity.

The Commission shall ensure that there are sufficient resources allocated to the community events over the five year period. The Commission shall also ensure that a portion of the budget is set aside for individual statement-taking/truth sharing and to archive the Commission's records and information.

Institutional parties shall bear the cost of participation and attendance in Commission events and community events, as well as provision of documents. If requested by the party providing the documents, the costs of copying, scanning, digitalizing, or otherwise reproducing the documents will be borne by the Commission.

SECOND AMENDING AGREEMENT

THIS AGREEMENT ENTERED INTO THIS _____DAY OF _____, 2006

Between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY
THE MINISTER RESPONSIBLE FOR
INDIAN RESIDENTIAL SCHOOLS RESOLUTION CANADA
(hereinafter referred to as the "Government")

and

THE PRESBYTERIAN CHURCH IN CANADA,
(hereinafter referred to as the Church)

and

THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA
(hereinafter referred to as the "Board")

WHEREAS the Government and the Church and Board participated in developing and operating residential schools for Aboriginal children in Canada;

AND WHEREAS the Government and the Church and Board are parties to an Agreement in Principle between themselves, plaintiffs, the AFN and certain other religious denominations, dated November 20, 2005 concerning the resolution of the legacy of the Indian Residential Schools;

AND WHEREAS the Government and the Church and Board entered into a Settlement Agreement (the Presbyterian Settlement Agreement) on February 13, 2003, and an Amending Agreement on May 10, 2004;

AND WHEREAS Section 8.1 of the Presbyterian Settlement Agreement provides that the Government shall negotiate with the Board and Church where it has concluded a Settlement Agreement with a denomination or church entity which include provisions that in their entirety are more favourable than those contained in the Presbyterian Settlement Agreement and the Government has confirmed its commitment to renegotiate the Presbyterian Settlement Agreement to give effect to section 8.1;

AND WHEREAS Section 8.5 of the Presbyterian Settlement Agreement provides that no amendment, supplement or waiver of any provision of that agreement or any other agreements provided for or contemplated by that agreement, nor any consent to any departure by a party to that agreement or their representative shall in any event be effective unless it is in writing and

signed by the Parties to that agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given;

AND WHEREAS the parties to the Presbyterian Settlement Agreement and the Amending Agreement have determined that amendments to them are desirable;

AND WHEREAS the Government and the Church and Board agree to share responsibility for abuse and other matters at the residential schools and to participate with others in a comprehensive resolution of the IRS legacy;

AND WHEREAS the Government and the Church and Board have been and remain committed to working jointly with Claimants to assist in their healing and to employ fair, safe, effective and timely processes to validate and resolve IRS Abuse Claims, which processes will seek to avoid causing additional trauma for Claimants while also protecting the reputations of those named as abusers from unfounded allegations;

AND WHEREAS the Government recognizes the importance of enabling the continuing contribution of the Church and Board in Canadian society and through this Agreement supports their collective ongoing viability;

THIS MEMORANDUM WITNESSETH:

PART I: DEFINITIONS

1.1 For all purposes of this Agreement, the definitions in the Presbyterian Settlement Agreement govern the meaning of the same capitalized terms used herein, other than the terms “Agreement”, which means this Second Amending Agreement, and “Claimant”, “Compensation”, “Costs” and “IRS”, which have the meaning as defined in this Agreement.

1.2 For the purpose of this Agreement, the Church includes The Foreign Mission Committee and the WMS.

1.3 The following additional definitions apply throughout this Agreement, and, unless specifically defined therein, in any subsequent documents entered into in furtherance of its objectives:

> "Aboriginal Healing Foundation" or "AHF" means the non-profit corporation established under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32 to address the healing needs of Aboriginal people affected by Indian Residential Schools.
>
> “Agreement”, “hereto”, “herein”, and similar expressions refer to this Agreement and any amendments thereto, and include all Schedules attached to this Agreement.

"Agreement in Principle" means the agreement signed on November 20th, 2005 between the Government, as represented by The Hon. Frank Iacobucci, IRS plaintiffs, the AFN and, amongst others, The Presbyterian Church in Canada.

"Approval Orders" means the judgments or orders of the courts certifying the Class Actions and approving the Indian Residential Schools Settlement Agreement pursuant to the applicable class proceedings legislation or the common law.

"Assembly of First Nations" or "AFN" means the national representative organization of the First Nations in Canada created by Charter of its members in 1985.

"Catholic Settlement Agreement" means the agreement entered into between certain Catholic Entities, the ● Corporation and the Government dated ● , 2006.

"Claimant" means an individual who is entitled to make a claim under the Dispute Resolution Model or Independent Assessment Process established under the Indian Residential Schools Settlement Agreement or a former student of an IRS or other person who has opted out of the Settlement Agreement and has made an IRS Abuse Claim.

"Compensation" means damages, Costs and interest as awarded or agreed upon payable to a Claimant in an IRS Abuse Claim.

"Costs" means assessed costs, agreed upon costs, or DRM or IAP costs payable to a Claimant in an IRS Abuse Claim.

"Dispute Resolution Model" or "DRM" means the out of court process for the resolution of IRS Abuse Claims announced by the Minister Responsible for Indian Residential Schools Canada on November 6, 2003, as amended from time to time.

"Independent Assessment Process" or "IAP" means the process for validating and providing compensation for certain proven abuse claims as set out in Schedule D to the Indian Residential Schools Agreement, as modified by the Approval Orders or thereafter in accordance with a procedure approved by those judgments.

"IAP Claim" means a claim resolved through the IAP established by the Approval Orders.

"Indian Residential School" or IRS" means one or more of the Indian Residential Schools set out in Schedule A to the Presbyterian Settlement Agreement and any other school added to such list pursuant to the process set out in the Indian Residential Schools Settlement Agreement provided that the Church or Board, or some other part of The Presbyterian Church in Canada had a presence or was otherwise associated with such school.

"Indian Residential Schools Settlement Agreement" or "IRSSA" means the Settlement Agreement dated ● , 2006 (made between Canada; certain Plaintiffs, as represented by

the National Consortium, the Merchant Law Group and independent counsel; the AFN; Inuit representatives; and the Church Organizations as defined in the IRSSA) as approved by the Approval Orders.

"In-Kind Services" includes In-Kind Services, contributions, commitments or programs as the context may require.

"IRS Abuse Claim" means a continuing claim as defined for the IAP or, outside of the IAP, means an IRS Abuse Claim as defined in the Presbyterian Settlement Agreement.

"Other Released Claim" means any claim deemed to have been released pursuant to the Approval Orders.

"Presbyterian Fund for Healing and Reconciliation" or "PFHR" means the fund established by the Church and Board pursuant to this Agreement, such fund to be administered in accordance with the provisions of Schedule A.

"Presbyterian Settlement Agreement" means the agreement entered into on February 13, 2003 between Canada and the Church and Board.

1.4 For greater certainty, for purposes of this Agreement and the Presbyterian Settlement Agreement the definitions in this Agreement prevail over those in the IRSSA. Where a word or term is capitalized in this Agreement and not herein defined, then the definition in the IRSSA applies unless the context requires otherwise.

1.5 The following Schedules are appended to this Agreement and are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement:

Schedule A, The Presbyterian Fund for Healing and Reconciliation ("PFHR"); and

Schedule B, Full and Final Release in Claims by Persons who Opt Out of the IRSSA.

PART II
CESSATION OF THE AMENDING AGREEMENT AND COMING INTO FORCE OF THIS AGREEMENT

2.1. The Presbyterian Amending Agreement dated May 10, 2004 has no application to IRS Abuse Claims resolved after this Agreement comes into force, and thereafter Section 2.18 of the Presbyterian Settlement Agreement applies to such claims.

2.2 This Agreement comes into force and will become effective and binding on the parties on the Implementation Date (see Article 1.01 of the IRSSA). For greater certainty, if the IRSSA does not become effective and binding, then this Agreement has no force and effect.

PART III
REPLACEMENT FINANCIAL AND SERVICE COMMITMENTS

3.1. The Settlement Fund established pursuant to Section 3.1 of the Presbyterian Settlement Agreement shall be maintained to the extent required by this Agreement.

3.2 The Settlement Amount is reduced to $1,317,700 (which represents the Presbyterian equivalent of the dollar value of the financial and In-Kind Service contributions made in the Catholic Settlement Agreement, including the maximum amount to be raised through a Canada-wide fund raising campaign by the Catholic Entities less the amounts paid in Compensation by the Church and Board as of the date this Agreement comes into force. Any other amounts in the Settlement Fund may be withdrawn by the Church and Board.

3.3 Except as provided in Section 4.2 of the Presbyterian Settlement Agreement, the Board and Church have no further obligation to contribute to Compensation for IRS Abuse Claims.

3.4 For greater certainty, the Government agrees that it will be responsible for all further Compensation under the DRM, the IAP and all settlements and judgments for IRS Abuse Claims in favour of opt-out claimants. For greater certainty, this does not include settlements or judgments arising from claims for alleged loss or diminution of aboriginal language and culture. Should the Church or Board be named in any legal proceeding in which an IRS Abuse Claim is made, and the Government is not named, the Government agrees to indemnify the Church and Board for any Compensation for IRS Abuse Claims paid by them.

3.5 The parties agree that as of November 20, 2005 the sum of $227,412 has been paid by the Church and Board in Compensation to Claimants for Validated Claims.

3.6 Within 60 days of this Agreement coming into force, the Government and the Church will agree on the amount of Compensation paid by the Church between November 20, 2005 and the date this Agreement comes into force (the "transition period"). If the amount paid in Compensation by the Church and Board between November 20, 2005 and the date upon which this Agreement comes into force exceeds $489,540, then within 60 days of such agreement, the Government will pay to the Church and Board, jointly, such excess amount to be held in the Settlement Fund and applied in accordance with this Agreement.

3.7 No payments other than those provided for in Section 3.6 are required to be paid by the Government to the Church and/or Board to give effect to Section 8.1 of the Presbyterian Settlement Agreement under any circumstances.

3.8 Subject to Section 3.7, the balance in the Settlement Fund as of the date this Agreement comes into force shall be expended within no more than eight years in accordance with the following criteria:

> 3.8.1 Any amount in the Settlement Fund may, at the complete discretion of the Church and Board, be used to contribute to Compensation payable to a Claimant for an IRS

Abuse Claim, and the Government contribution to such Compensation shall be accordingly reduced.

3.8.2 Any amount in the Settlement Fund may be paid in grants for healing and reconciliation in accordance with Schedule A.

3.8.2.1 All decisions concerning the making of grants or the approval of In-Kind Services shall be made by the Presbyterian Fund for Healing and Reconciliation Committee ("PFHRC" or the "Committee") which shall be composed of three members appointed by the Anglican Council on Indigenous People, one member appointed by the AFN, two members appointed collectively by the Church and Board, and one member appointed by the Government. Decisions shall be made by a majority of the Committee's members.

3.8.2.2 The reasonable administration costs of operating the Committee may, with the consent in writing of the Government, be paid from the Settlement Fund. The Government may not unreasonably withhold the consent referred to in this Section.

3.8.3 Where In-Kind Services have been provided by the Church in accordance with this Part and Schedule A, and where the Government and the Church and the Board agree on the dollar value of such services, that dollar value may be withdrawn from the Settlement Fund by the Church and Board, provided that the total of such withdrawals does not exceed $417,000.

3.8.3.1 "In-Kind" Services are subject to verification by the Committee and, on request by and at the expense of Government, to Government to ensure that the program or service provided, as implemented, meets the criteria in Schedule A and expenses are reasonable.

3.8.4 Any monies not paid out by the date set by Section 3.3 shall be transferred to the Aboriginal Healing Foundation, or to another charitable organization agreed upon unanimously by the Committee.

3.9 The Church and Board may reduce the amount in the Settlement Fund by any amount by which the Roman Catholic fundraising campaign falls short of raising $25,000,000 multiplied by a factor of .01668.

3.9.1 No refund shall be paid to the Church and Board by the Government if before determining the shortfall referred to in Section 3.4 the Settlement Fund has paid out monies such that monies are not available to reduce the balance to reflect any Roman Catholic fundraising shortfall in whole or part.

3.9.2 The obligation of the Church and Board to pay the amount (in accordance with Schedule A to this Agreement) that is contingent on the Roman Catholic fundraising

campaign does not arise until such campaign has raised funds, and then only to the extent that funds are raised by the campaign multiplied by a factor of .01668.

3.9.3 Within 60 days of each anniversary date of the coming into force of this Agreement and for a period of 7 years thereafter, the Government shall provide the Church and Board with reasonable information as to the amount of money raised in the Roman Catholic Fundraising Campaign and paid into the Roman Catholic Healing and Reconciliation Fund.

3.9.4 For purposes of calculations under this Agreement, the Roman Catholic fundraising campaign will terminate seven years from the date this Agreement comes into force or such longer period as may be agreed to by the Church and Board and the Government, but in no case shall the period exceed 10 years from the coming into force of this Agreement.

3.10 The Trustee Board of The Presbyterian Church in Canada shall hold the Settlement Fund, less any monies properly paid out from it, within its consolidated financial portfolio, which is governed by the Church's Statement of Investment Policies and Procedures (SIP&P). This portfolio is to be managed professionally under the direction and ongoing supervision of the Trustee Board of the Church with a desired return objective set at 3% above the rate of increase in the CPI before fees. The asset mix is to be fixed income 55%, Canadian Equities 20%, Canadian small Cap equities 5%, US Equities 10%, and International Equities 10%.

3.11 Section 4.2 of the Presbyterian Settlement Agreement is amended to provide that the Government shall reimburse the Church and Board as if the release and indemnity provided for in Sections 4.8 and 4.9 thereof were in force, whether or not it they are force at the time of the payment by the Church and the Board.

3.12 Section 3.6 of the Presbyterian Settlement Agreement is amended by adding as instances of default a breach of any of the obligations under this agreement to pay money or provide In-Kind Services pursuant to the terms of this Agreement.

3.13 The Church will provide documents to the Government as required to assist with validation of applications for the Common Experience Payment (CEP) as that term is defined in the IRSSA.

PART IV
IRS ABUSE CLAIMS RESOLUTION

4.1 Part II of the Presbyterian Settlement Agreement, except for Sections 2.2.2, 2.2.3, 2.3, 2.4, 2.17 and 2.18, is repealed and of no further force and effect. Sections 4.1, 4.3, 4.5, 4.6, and 5.6.3 of the Presbyterian Settlement Agreement are also repealed and of no further force and effect. In addition:

4.1.1 Section 2.18.1 is replaced by a provision that the releases shall be in conformity with the releases as provided for in the IRSSA Articles 4.06, 11.01, 11.02 and Schedule P, and the Approval Orders, in the case of Class Members, Cloud Class Members and

Non-resident Claimants, and Schedule B hereto in the case of persons who opt-out of the IRSSA, all as set out in Section 4.11 of this Agreement.

4.1.2 Sections 4.7 and 4.8 thereof are amended to provide that their release and indemnity provisions come into effect when there has been full compliance with the provisions of this Agreement concerning the payment of monies into and out of the Settlement Fund.

4.1.3 The remaining provisions of Parts II, IV and V are deemed to be amended to give full force and effect to this Part.

4.2 As long as there is a prospect of settling a claim solely on the basis of the allegations which fall within the definition of an IRS Abuse Claim, it is to be treated as such for the purposes of this Agreement notwithstanding the fact that claims for alleged loss or diminution of aboriginal language or culture or other claims falling outside the definition are also being made.

4.3 In the case of a claim being resolved through the IAP or the DRM, the rights of the Church and Board to participate are as set out therein.

4.4 The Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement of an IRS Abuse Claim or claim arising under the IAP on terms acceptable to the Government and the Claimant without recourse to the Church and Board.

4.4.1 Where the Church and the Board advise the Government in writing that they wish to be consulted before the Government settles an IAP claim from an IRS without holding a hearing, the Government will so consult provided that the Church and the Board engage in such consultation within an interval of no more than one week from notification by the Government of its intent.

4.5 Where a trial is held in a matter arising under the IAP, neither the Government nor the Church nor Board will rely upon the defence of limitations of the doctrine of laches or other defence not going to the merits.

4.6 The Government will in a timely manner provide the Church and Board with copies of IRS Statements of Claim served on the Government, and copies of Notices of Examinations it serves on IRS Claimants with claims from an IRS in order to facilitate informed decisions about potential participation by the Church and the Board.

4.6.1 The Church and Board may, by notice in writing to the Government, request that copies of the above documents not be forwarded to it either generally or in certain classes of cases, and the Government will respect that request except in such cases where it requires the cooperation of the Church and Board to resolve the claim.

4.7 Where IRS Abuse Claims are being advanced in litigation, the Government and the Church and Board will notify the other of any settlement overtures from claimants, and will work together to develop a joint position for settlement discussions and, if necessary, for trial.

4.7.1 The Church and Board, or any of them, may relieve the Government of the obligations in Section 4.7, as it applies to them, by written notice to the Government.

4.8 Where an IRS Abuse Claim is based on intentional torts arising prior to May 14, 1953, the Government will assert immunity if the matter proceeds to trial and will play no role in the defence after a court finds such immunity. The Government will provide written notice of its intention to the Church and Board not later than 120 days before the start of such trial, and the Church and Board will defend the claims or otherwise settle them.

4.8.1 The Government agrees to wholly indemnify the Church and Board for all Compensation paid to a Claimant pursuant to this Section or Section 4.2 of the Presbyterian Settlement Agreement; and

4.8.2 The Government will further indemnify the Church and Board for legal fees and expenses incurred by them in defending an IRS Abuse Claim based on an intentional tort arising prior to May 14, 1953 for the period of time from and after a court has dismissed the claim against the Government based on Crown immunity to the date of resolution of the claim. The indemnification will be in an amount as agreed between the Government and the Church and Board, or as determined in accordance with Part VII of the Presbyterian Settlement Agreement. In the event of resort to Part VII the parties and any Mediator appointed under Section 7.6 of the Presbyterian Settlement Agreement shall have regard to the rules, principles and caselaw that would apply in the taxation of a solicitor and own client account in the province or territory where the claim was brought.

4.9 Where the Church and Board receive from the IAP Secretariat a copy of a Claimant's IAP application or receive from the Government a copy of an application to the DR Model, the Church and Board agree to be bound by trust conditions imposed on it with respect to confidentiality or, if it does not so agree in one or more instances, to return the document(s) without copying, reading or making use of it in any way.

4.10 In IAP, where the Church and Board elect not to participate in the validation, resolution or defence of IRS Abuse Claims to the extent the following provisions do not conflict with Appendix III of the IAP, then the Government will:

4.10.1 Provided a witness statement is submitted in advance, or the individual provides a full interview to the Government, the Government will pay the reasonable travel and accommodation costs of a member, employee or former employee of the Church or Board to appear at a DRM or an IAP hearing. In other proceedings involving IRS Abuse Claims, the Government will only be responsible for any expense related to the participation of the member, employee or former employee of the Church or Board where the Government requires the participation of such member, employee or former employee for its own purposes; and

4.10.2 The Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement.

4.11 Releases by Class Members, Cloud Class Members and Non-resident Claimants are as provided for in the IRSSA, specifically Articles 4.06, 11.01, 11.02 and Schedule P, and the Approval Orders. As part of any resolution of a claim brought by any person not bound by the IRSSA arising out of or in relation to an Indian Residential School or the operation generally of Indian Residential Schools, the Government will concurrently secure from the claimant a dismissal of the claim and release for itself and the Church from any and all past, present and future claims, whether or not now known to or existing at law, arising from or connected to, directly or indirectly, an Indian Residential School.

4.11.1 The release by a person not bound by the IRSSA shall be in the form attached as Schedule B.

PART V:
RESOLUTION OF DISPUTES CONCERNING THIS AGREEMENT

5.1 Any disputes concerning the application or interpretation of this agreement shall be resolved pursuant to the provisions of Part VII of the Presbyterian Settlement Agreement.

PART VI:
GENERAL

6.1 Notice shall be given, save as otherwise specifically provided, in writing addressed to the party for whom it is intended and shall be deemed received by the other party on the day it is signed for if sent by certified mail, and if sent by facsimile or email, it shall be deemed received on the business day next following the date of transmission. The mailing, facsimile and email addresses of the parties shall be:

As to the Church and the Board:

The Presbyterian Church in Canada
50 Wynford Drive
Toronto, Ontario, M3C 1J7

Attention: The Rev. Stephen Kendall
Fax: 416 441 2825

Copy to:
Cassels Brock & Blackwell LLP
Barristers and Solicitors
40 King Street West
Suite 2100
Toronto, Ontario, M5H 3C2

Attention: John Page
Fax: 416 640 3038

As to the Government:

Deputy Head,
Office of Indian Residential Schools Resolution of Canada,
3rd floor, 90 Sparks Street
Ottawa, Ontario, K1A 0H4

Fax: 613 996 2811

Copy to:
Department of Justice Legal Services,
5th floor, 90 Sparks Street
Ottawa, Ontario, K1A 0H4

Attention: Senior Counsel
Fax: 613 996 1810

Copy to:
Deputy Attorney General of Canada,
Department of Justice Building
284 Wellington Street
Ottawa, Ontario, K1A 0H8

Attention: Assistant Deputy Attorney General, Aboriginal Law
Fax: 613 996 4737

or any other mailing, facsimile or email addresses as the parties from time to time may notify each other of in writing.

6.2 This Agreement shall be binding on and enure to the benefit of the Church and Board and their successors and assigns and the Government.

6.3 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction that governs the interpretation, applicability or enforceability of this Agreement shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.

6.4 No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated by this Agreement, nor any consent to any departure by a party to this Agreement or their representative shall in any event be effective unless it is in writing and signed by the parties to this Agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.

6.5 No waiver or act or omission of a party to this Agreement shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by that party of any provision of this Agreement or the results or the rights resulting from it.

6.6 Time shall be of the essence in this Agreement.

6.7 No Member of the House of Commons or Senate may participate in or derive a benefit through this Agreement other than as a member or officer of the Church and the Board or as a Claimant.

6.8 This Agreement and the Presbyterian Settlement Agreement as amended by this Agreement constitute the entire Agreement among the parties and cancel and supersede any prior agreements, undertakings, declarations or representations, written or verbal in respect of them.

6.9 This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is to be construed as limiting, waiving or derogating from any federal Crown prerogative.

6.10 The Government and the Church and Board acknowledge that the participation in the negotiations leading to the execution of this Agreement, and the execution of this Agreement, does not constitute any admission by the Government or the Church and the Board that they have any legal or financial liability to any party in relation to claims arising from or connected to the operation of an IRS. The Government and the Church and Board agree that they will not advance as evidence or argument in any legal claim against each other in relation to claims arising from or connected to the operation of an IRS, the negotiations leading to and the execution of this Agreement.

6.11 This Agreement may be signed in counterparts.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized as of the date stated above.

EXECUTED in the presence of:	)	THE PRESBYTERIAN CHURCH IN CANADA
_____	)	
As to The Presbyterian Church in Canada's authorized signatory	)	_____
	)	(*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
_____	)	I have the authority to bind the corporate
Occupation	)	entity

EXECUTED in the presence of:	)	THE TRUSTEE BOARD OF THE PRESBYTERIAN CHURCH IN CANADA
_____	)	
As to The Trustee Board of the Presbyterian Church in Canada's authorized signatory	)	_____
	)	(*signature*)
_____	)	_____
Print Name	)	(*name of person signing*)
_____	)	
Address	)	_____
_____	)	(*title*)
	)	
_____	)	I have the authority to bind the corporate
Occupation	)	entity

EXECUTED in the presence of:	)	**HER MAJESTY IN RIGHT OF CANADA**, as
	)	represented by the Minister of Indian Residential
	)	Schools Resolution Canada
	)	
	)	_____
	)	(*signature*)
_____	)	
As to the signature of Canada's	)	_____
representative	)	(*name of person signing*)
	)	
		_____
		Minister

SCHEDULE A

THE PRESBYTERIAN FUND FOR HEALING AND RECONCILIATION ("PFHR")

1. The PFHR Committee established under Section 3.8.2.1 of this Agreement shall receive applications for initiatives or programs designed to assist with healing and reconciliation for former IRS students and their families and communities, and shall make grants or approve In-Kind Services in accordance with the terms of this Agreement.

2. The Committee will approve only those In-Kind Services which are new programs or services, or increments to existing programs or services. In addition to receiving applications from community groups, the Committee will also accept applications for grants and funding of In-Kind Services from the Church, but only to fund healing and reconciliation work which is independent of a denominational, religious ministry. Where an existing application for grants and funding of In-Kind Services is proposed the Committee may approve the application for grants or In-Kind Service to the extent that the Committee believes the In-Kind Service or some part thereof is new or would not otherwise continue.

3. The following criteria shall be applied to applications for grants and for the approval of In-Kind Services. Criteria a) and b) are mandatory in all circumstances, and the Committee shall have regard to the remaining criteria in assessing each application:

a) Is the program open to all Aboriginal people and groups regardless of denomination?

b) Does the program foster health, healing and reconciliation, which can include the building of relationships of mutual respect and trust between Aboriginal and non-Aboriginal participants?

c) Do Aboriginal people have input in developing and delivery of the program?

d) Has the program been effective in the past?

e) To what extent are Aboriginal communities involved in the program?

f) Does the program or service deal with former students, or their families and communities and the aftermath of IRS including providing assistance with the recovery of their histories?

g) What portion of the overall cost of the program addresses the social, psychological, and health issues without regard to religiosity?

4. For greater certainty, the costs or efforts expended in participation at any part of the work of the Truth and Reconciliation Commission, or in proceedings to resolve an IRS claim do not qualify for approval by the Committee.

5. Notwithstanding section 2 of this Schedule, the Committee as an interim measure may credit the value of a program or service offered between March 31, 2005 and the coming into force of this agreement toward the In-Kind Service contribution provided that:

a) it meets the criteria set out in sections 3 and 4 of this Schedule;

b) the program or service did not exist before March 31, 2005 unless otherwise agreed to by Canada;

c) the same program or service cannot be certified for a period following the coming into force of this Agreement unless it can be shown that it would not otherwise continue; and

d) in no case shall the total amount credited for programs and services provided before the coming into force of this Agreement exceed $23,000.

6. The parties agree that the Committee may meet and make decisions under article 5 of this Schedule before the coming into force of this Agreement, and that following the coming into force of this Agreement the decisions the Committee makes in this period shall be ratified without further review and the costs and reasonable expenses incurred shall be reimbursed by the Church and Board and to the credit of their debt under this Agreement. For greater certainty, should this Agreement not come into force the decisions made under articles 5 and 6 shall have no force or effect and the Corporation has no obligation to make reimbursement.

SCHEDULE B

FULL AND FINAL RELEASE IN CLAIMS BY PERSONS WHO OPT OUT OF THE IRSSA

IN CONSIDERATION of the payment of the sum of $10.00 and other good and valuable consideration, all inclusive, all of which is directed to be paid to my solicitors, _____, in trust:

1. I, _____, fully, finally and forever release and discharge, separately and severally, each of

   (a) Her Majesty the Queen in Right of Canada, the Attorney General of Canada, their successors and assigns, and their Ministers, officers, employees, servants, partners, principals, attorneys, subrogees, representatives and agents; and

   (b) the [Church Organization] and its predecessors, successors, transferees assigns, and their officers, employees, members, servants, directors, shareholders, partners, principals, attorneys, insurers, subrogees, representatives, administrators, receivers and agents;

   (the "Releasees") from any and all actions or causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which I ever had, now have or may in the future have against them (whether I now know about these claims or causes of action or not) arising from or in any way related to

   (a) my attendance, presence and/or experiences at any Indian Residential School; and

   (b) the operation of any Indian Residential School.

2. Paragraph 1 of this Release extends to claims that belong to and could be made by me personally, whether asserted directly by me, or by any other person, group or legal entity on my behalf or as my representative, through a class action or otherwise.

3. In addition, I fully, finally and forever release and discharge the Releasees from any and all claims which were or could have been asserted against them by me in an action against some or all of the Releasees, being [Court file no.] issued in the [Court Registry] of the [proper name of court], for compensation, damages and other relief relating to my attendance, presence and/or experiences at _____ Indian Residential School (the "Action"). I agree to the dismissal of the Action.

4. The claims and causes of action referred to in paragraphs 1 to 3 are referred to in this Release as "the Released Claims".

5. I will not make any further claims of any kind against the Releasees with respect to the Released Claims.

6. I understand that if at any time I, or anyone on my behalf, make any further claim or demand, or threaten to start an action against any of the Releasees in respect of any of the Released Claims, the Releasees may rely on this Release as an estoppel and a complete defence to any such claim or action.

7. I represent and warrant that I have not assigned any of the Released Claims to any person or corporation.

8. I agree that I will not make any or continue any claim in relation to the Released Claims against any person or corporation who could claim for any or all of the damages, contribution or indemnity or other relief in respect of my claim from any of the Releasees whether pursuant to the provisions of the *Negligence Act* (Province or Territory) or its counterpart in other common law jurisdictions, the common law, or any other statue of any jurisdiction.

9. I further agree to indemnify the Releasees in respect of claims that may be brought against them by any person, legal entity, government or government agency that arise out of or are in any way connected with payments made to me by that person, legal entity, government or government agency in relation to the Released Claims. This indemnity includes, but is not restricted to, claims relating to medical and/or dental services or treatment provided to me, and claims relating to compensation paid to me by any government or government agency authority for any of the Released Claims that are criminal assaults.

10. If I later commence a claim that is not a Released Claim for damages for harm or injuries which are the same as or similar to the harm or injuries resulting from the Released Claims, and the Releasees or any of them are made parties to such action, the fact and amount of this Release, as well as the details of the damages or harm which I claimed in the Released Claims, may be disclosed by the Releasees to the court in the context of such later claim.

11. I acknowledge and declare that I fully understand the terms of this Release, and that I have signed the Release voluntarily. I further acknowledge that I have sought and obtained legal advice in respect of the Released Claims and this Release.

12. I understand that the Releasees do not admit any liability to me by acceptance of this Release or by any payment that may be made to me.

I have signed this Release the ____ day of _____, 200_.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____ _____
Witness [Name of Releasor]

Address Seal

_____

_____

_____

Occupation
_____

AMENDING AGREEMENT

THIS AGREEMENT ENTERED INTO THIS _____DAY OF _____, 2006

Between

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY
THE MINISTER RESPONSIBLE FOR THE OFFICE OF
INDIAN RESIDENTIAL SCHOOLS RESOLUTION CANADA
(hereinafter referred to as the "Government")

and

THE ANGLICAN ENTITIES LISTED IN SCHEDULE A TO THIS AGREEMENT
(herein after referred to as the "Anglican Entities")

and

THE ANGLICAN CHURCH OF CANADA RESOLUTION CORPORATION
(hereinafter referred to as the "Corporation")

WHEREAS the Government and the certain of the Anglican Entities participated in developing and operating residential schools for Aboriginal children in Canada;

AND WHEREAS the Government and the Anglican Entities are parties to an Agreement in Principle between themselves, plaintiffs, the AFN and certain other religious denominations, dated November 20, 2005 concerning the resolution of the legacy of the Indian Residential Schools;

AND WHEREAS the Government and certain of the Anglican Entities entered into a Settlement Agreement (the Anglican Settlement Agreement) on March 11, 2003, and the Government and other Anglican Entities entered into Contribution and Cooperation Agreements and General Synod Support Agreements on or about the same date;

AND WHEREAS Section 8.1 of the Anglican Settlement Agreement provides that the Government shall negotiate with the Anglican Entities where it has concluded a Settlement Agreement with a denomination or church entity which include provisions that in their entirety are more favourable than those contained in the Anglican Settlement Agreement and the Government has confirmed its commitment to renegotiate the Anglican Settlement Agreement to give effect to section 8.1;

AND WHEREAS Section 8.5 of the Anglican Settlement Agreement provides that no amendment, supplement or waiver of any provision of that agreement or any other

agreements provided for or contemplated by that agreement nor any consent to any departure by a party to that agreement or their representative shall in any event be effective unless it is in writing and signed by the Parties to that agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given;

AND WHEREAS the parties to the Anglican Settlement Agreement and the other agreements referred to above have determined that amendments to it are desirable;

AND WHEREAS the Government and the Anglican Entities agree to share responsibility for abuse and other matters at the residential schools and to participate with others in a comprehensive resolution of the IRS legacy;

AND WHEREAS the Government and the Anglican Entities have been and remain committed to working jointly with Claimants to assist in their healing and to employ fair, safe, effective and timely processes to validate and resolve IRS Abuse Claims, which processes will seek to avoid causing additional trauma for Claimants while also protecting the reputations of those named as abusers from unfounded allegations;

AND WHEREAS the Government recognizes the importance of enabling the continuing contribution of the Anglican Entities in Canadian society and through this Agreement supports their collective ongoing viability;

THIS MEMORANDUM WITNESSETH:

PART I: DEFINITIONS

1.1 For all purposes of this Agreement, the definitions in the Anglican Settlement Agreement govern the meaning of the same capitalized terms used herein, other than the term “Agreement” which means this amending agreement and “Claimant”, “Compensation”, “Costs”, and “IRS” which have the meaning as defined in this Agreement.

1.2 The following additional definitions apply throughout this Agreement, and unless specifically defined therein, in any subsequent documents entered into in furtherance of its objectives:

> "Aboriginal Healing Foundation" or "AHF" means the non-profit corporation established under Part II of the *Canada Corporations Act*, R.S.C. 1970, c. C-32_ to address the healing needs of Aboriginal people affected by Indian Residential Schools.
>
> “Agreement”, “hereto”, “herein”, and similar expressions refer to this Agreement and any amendments thereto and include all Schedules attached to this Agreement.

"Agreement in Principle" means the agreement signed on November 20th, 2005 between the Government as represented by The Hon. Frank Iacobucci, IRS plaintiffs, the AFN and among others, the General Synod of the Anglican Church of Canada.

"Anglican Entities" means the bodies set out in Schedule A hereto.

"Anglican Fund for Healing and Reconciliation" or "AFHR" means the Fund established by the Anglican Entities and the Corporation pursuant to this Agreement, such Fund to be administered in accordance with the provisions of Schedule B.

"Anglican Fund for Healing and Reconciliation Committee" or "AFHRC" means the Committee established by the Anglican Entities and the Corporation to administer grants and approve In-Kind Services pursuant to this Agreement.

"Anglican Settlement Agreement" means the agreement entered into on March 11, 2003 between Canada and the Anglican Entities.

"Approval Orders" means the judgments or orders of the courts certifying the Class Actions and approving the Indian Residential Schools Agreement pursuant to the applicable class proceedings legislation or the common law.

"Assembly of First Nations" or "AFN" means the national representative organization of the First Nations in Canada created by Charter of its members in 1985.

"Catholic Settlement Agreement" means the agreement entered into between certain Catholic Entities, the ● Corporation and the Government dated for reference ● , 2006.

"Claimant" means an individual who is entitled to make a claim under the Dispute Resolution Model or Independent Assessment Process established under the Indian Residential Schools Settlement Agreement or a former student of an IRS or other person who has opted out of the Settlement Agreement and has made an IRS Abuse Claim.

"Compensation" means damages, Costs and interest as awarded or agreed upon payable to a Claimant in an IRS Abuse Claim.

"Costs" means assessed costs, agreed upon costs, or DRM or IAP costs payable to a Claimant in an IRS Abuse Claim.

"Dispute Resolution Model" or "DRM" means the out of court process for the resolution of IRS Abuse Claims announced by the Minister Responsible for

Indian Residential Schools Canada on November 6, 2003, as amended from time to time.

"Government" means the Government of Canada.

"Independent Assessment Process" or "IAP" means the process for validating and providing compensation for certain proven abuse claims as set out in Schedule E to the Indian Residential Schools Settlement Agreement, as modified by the Approval Orders or thereafter in accordance with a procedure approved by those judgements.

"IAP Claim" means a claim resolved through the IAP established by the Approval Orders.

"Indian Residential School" or "IRS" means one or more of the Indian Residential Schools set out in Schedule E or F to the Indian Residential Schools Settlement Agreement and any other school added to such list pursuant to the process set out in the aforesaid Settlement Agreement at which any of the Anglican Entities had a presence or was otherwise associated with such school, or within whose territorial jurisdiction such school operated.

"Indian Residential Schools Settlement Agreement" or "IRSSA" means the Settlement Agreement dated ● , 2006 (made between Canada; certain Plaintiffs, as represented by the National Consortium, the Merchant Law Group and independent counsel; the AFN; Inuit representatives; and the Church Organizations as defined in the IRSSA) as approved by the Approval Orders.

"In-Kind Services" includes In-Kind Services, contributions, commitments or programs as the context may require.

"IRS Abuse Claim" means a continuing claim as defined for the IAP or outside of the IAP means an IRS Abuse Claim as defined in the Anglican Settlement Agreement.

"Other Released Claim" means any claim deemed to have been released pursuant to the Approval Orders.

1.3 For greater certainty, for purposes of this Agreement and the Anglican Settlement Agreement the definitions in this Agreement and the Anglican Settlement Agreement prevail over those in the IRSSA. Where a word or term is capitalized in this Agreement and not herein defined then the definition in the IRSSA applies unless the context requires otherwise.

1.4 The following Schedules are appended to this Agreement and are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement:

Schedule A, List Of the Anglican Entities;

Schedule B, The Anglican Fund for Healing and Reconciliation ("AFHR");

Schedule C, Full and Final Release in Claims by Persons who Opt Out of the IRSSA;

Schedule D, Process For Providing Documents to The Truth And Reconciliation Commission;

Schedule E, Sections of IRSSA Incorporated by Reference; and

Schedule F, Notice Information for Anglican Entities (other than The General Synod, The Missionary Society and the Corporation).

PART II
COMING INTO FORCE

2.1 This Agreement comes into force and will become effective and binding on the parties on the Implementation Date (see Article 1.01 of the IRSSA). For greater certainty, if the IRSSA does not become effective and binding, then this Agreement has no force and effect.

2.2 For greater certainty, this Agreement amends not only the Anglican Settlement Agreement but, as well, the said agreement as attached to the Contribution and Cooperation Agreements and the General Synod Support Agreements, and each of those agreements to the extent necessary to give full force and effect to this Agreement.

PART III
REPLACEMENT FINANCIAL AND SERVICE COMMITMENTS

3.1 The Settlement Fund established pursuant to Section 3.1 of the Anglican Settlement Agreement shall be maintained to the extent required by this Agreement and the Corporation shall also establish and manage a segregated fund to be known as the Anglican Fund for Healing and Reconciliation ("AFHR").

3.1.1 The AFHR will be the source of payments to be made in accordance with Schedule B and will be operated and managed as provided for in this Agreement.

3.1.2 The Corporation shall manage the financial affairs of the AFHR, but all decisions concerning the making of grants from the AFHR or the approval of In-Kind Services shall be made by an AFHR Committee (the "Committee") composed of three members appointed by the Anglican Council on Indigenous Peoples; one member appointed by the AFN, two members appointed by the

Council of the General Synod and one member appointed by the Government. Decisions shall be made by a majority of the Committee's members.

3.1.3 The terms on which funds are transferred by the Corporation to the AFHR shall require that the Committee make payments from the Fund exclusively in accordance with the provisions of Schedule B. The AFHR Committee shall provide the Government with quarterly financial statements on its operations within sixty days of the end of each quarter.

3.1.4 Interest accruing on the AFHR shall be used first for the payment of its reasonable administration expenses. Should the reasonable administration expenses of the AFHR exceed, on an annual basis, the amount of interest accrued on the AFHR, then the excess amount of such expenses may be paid by the Corporation, with the consent in writing of the Government from the Settlement Fund. The Government may not unreasonably withhold the consent referred to in this Section. Amounts of accrued interest not required to pay the reasonable expenses of the AFHR on an annual basis will be added to the monies in the AFHR available for the making of grants as provided for in Schedule B.

3.1.5 The funds in the AFHR must be paid out under the terms of this Agreement within twelve years of it coming into force, and any monies not paid out by that date shall be transferred to the Aboriginal Healing Foundation, or to another charitable organization agreed upon unanimously by the Committee.

3.2 Sections 3.3 to 3.6 of the Anglican Settlement Agreement are repealed, and replaced by the following provisions:

Amounts to be Held and Paid Out of the Settlement Fund and AFHR

3.3.1 The parties agree that the total amount the Anglican Entities are required to contribute towards IRS Abuse Claims and healing and reconciliation is $15,687,188 ($79,000,000 x 19.8572 percent), which is the Anglican proportionate equivalent of the maximum amounts required to be contributed by the Catholic Entities for healing and reconciliation, In-Kind Services and through a Canada-wide fund raising campaign under the terms of the Catholic Settlement Agreement.

3.3.1A The parties agree that as at November 20, 2005 the sum of $6,699,125 has been paid by the Anglican Entities in compensation for IRS Abuse Claims.

3.3.2 The Government acknowledges that the amount required to be held by the Corporation is $8,987,975. The parties agree that this sum shall be managed and disbursed by the Corporation as follows:

(a) an amount not to exceed $4,964,300 as provided in Section 3.4 below, to be paid into the AFHR and managed and disbursed in accordance with this Agreement (the "AFHR Amount"); and

(b) an amount of $4,023,675 to be held for eligible In-Kind Services payments (the "In-Kind Amount") to be held in the Settlement Fund.

3.3.3 Upon the Government being satisfied that the amounts of $4,964,300, representing the maximum amount of the AFHR Amount, and the further amount of $4,023,674, representing the In-Kind Amount, remain in the AFHR and the Settlement Fund, respectively, the balance of the Settlement Fund may be refunded to the Anglican Entities, and their promissory notes to the Corporation cancelled on terms agreed among themselves. Schedule "C" to the Settlement Agreement, being the Contribution and Cooperation Agreement, is repealed, except for the Preamble and Sections 1, 6, 7, and 8 which remain in force.

3.3.4 The Government agrees that it will be responsible for payment of all further Compensation under the DRM and the IAP established pursuant to the Approval Orders, and all settlements and judgments in any IRS Abuse Claims by opt-out claimants. For greater certainty, this does not include settlements or judgments for alleged losses of language and culture. Should any Anglican Entity or Entities be named in any legal proceeding in which an IRS Abuse Claim is made, and the Government is not named, the Government agrees that it will indemnify such Anglican Entity or Entities for any settlement or judgment for Compensation for IRS Abuse Claims paid by them.

3.3.5 Section 4.2 of the Anglican Settlement Agreement is amended to provide that the Government shall reimburse the Anglican Entities as if the release and indemnity provided for in Sections 4.8 and 4.9 thereof were in force.

Monies Held and Payments from the AFHR

3.4.1 The amount to be held and distributed by the AFHR will be 19.8572 percent of the amount raised by the Catholic Canada-wide fundraising campaign as required by the Catholic Settlement Agreement up to a maximum of $4,964,300. For the purpose of calculations under this Agreement, the Catholic fundraising campaign will terminate seven years from the date this Agreement comes into force or such longer period as may be agreed to by the Anglican Entities and the Government, but in no case shall the period exceed 10 years from the coming into force of this Agreement.

3.4.2 No later than sixty days after each anniversary date of this Agreement coming into force, the Government will deliver a statement to the Corporation which will report the net amount raised under the Catholic Settlement Agreement in the previous year times 19.8572 percent, which will represent the amount that

the Anglican Entities are required to contribute to the AFHR Amount in that year. The Government will provide the Corporation with a reasonable level of information to verify the net amount raised under the Catholic Settlement Agreement.

3.4.3 Within 60 days of this Agreement coming into force, the Government and the Anglican Entities will agree on the amount of Compensation paid by the Anglican Entities between November 20**,** 2005 and the date this Agreement comes into force (the "transition period"). Within 60 days of such agreement, the Government will pay to the Corporation:

> 3.4.3.1 the amount of Compensation, not to exceed $2,200,000, paid by the Anglican Entities for Compensation between November 20, 2005 and the date of this Agreement coming into force, which amount will be irrevocably committed for funding of the AFHR and paid out in accordance with the terms of Schedule B; (the "Committed AFHR Amount"); and
>
> 3.4.3.2 the amount of Compensation paid by the Anglican Entities between November 20, 2005 and the date of this Agreement coming into force, which exceeds $2,200,000.

3.4.4 No payments other than those provided for in Section 3.4.3 (a) and (b) are required to be paid by the Government to the Anglican Entities to give effect to Section 8.1 of the Anglican Settlement Agreement under any circumstances.

3.4.5 The final amounts which the Anglican Entities are required to contribute to the AFHR based on the matching 19.8572 percent of the amount raised under the Catholic Settlement Agreement over the period determined in accordance with Section 3.4.1 (the "Matching AFHR Funds") will be calculated as follows:

> 3.4.5.1 the Matching AFHR Funds will be first applied to reduce the Committed AFHR Amount until such amount is reduced to zero;
>
> 3.4.5.2 the amount by which the Matching AFHR Funds exceed the Committed AFHR Amount will be paid annually from the Settlement Fund into the AFHR during the period of the Catholic fundraising campaign;
>
> 3.4.5.3 at the end of the Catholic's best efforts fundraising campaign obligation, $4,964,300 less the Committed AFHR Amount and the amount by which the Matching AFHR Funds exceed the Committed AFHR Amount will be no longer required to be held in the Settlement Fund and may be refunded to the Anglican Entities.

Funding and Distribution of Eligible In-Kind Services

3.5.1 The Anglican Entities will make eligible In-Kind Services contributions of not less than $4,023,675 over ten (10) years towards healing and reconciliation of former IRS students and their families and communities. The ten (10) year period commences on the day after this Agreement comes into force.

3.5.2 $4,023,675 is calculated by reducing the $4,964,300 matching Anglican commitment based on the $25,000,000 In-Kind Service under the Roman Catholic Settlement Agreement by the sum of $940,625, which represents the amount by which payments of $6,699,125 for Compensation by the Corporation as of November 20, 2005 exceeded the required Anglican amount of $5,758,500 proportionate to the $29,000,000 cash contribution under the Catholic Settlement Agreement.

3.5.3 Any or all of the In-Kind Services may be discharged by an irrevocable cash payment into the AFHR in addition to the commitment set out in Section 3.4.1, and the In-Kind Services shall be deemed to have been discharged to the extent of such payment. All such funds transferred from the In-Kind Service shall be expended in accordance with Schedule B.

3.5.4 The determination of qualifying In-Kind Services shall be made according to the provisions of Schedule B.

3.5.5 A minimum of $402,367 of In-Kind Services, or cash payments into AFHR shall be made in each year of the ten year period or until the contributions total $4,023,675, whichever comes earlier.

3.5.6 Any eligible In-Kind Service approved by the AFHR Committee under Schedule B will be subject to a verification process by the AFHR Committee to verify that the funds approved for such eligible In-Kind Services have been disbursed for the purposes approved.

3.5.7 On receiving verification from the AFHR Committee of the In-Kind Services provided in each twelve month period, the Government will advise the Corporation in writing that it may withdraw the equivalent amount from the Settlement Fund and refund it to the Anglican Entities on terms agreeable among themselves.

3.6 The Anglican Entities will provide documents to the Truth and Reconciliation Commission in accordance with Schedule “D”.

3.6A Each Anglican Entity will provide documents to the Government as required to assist with validation of applications for the Common Experience Payment (CEP) as that term is defined in the IRSSA.

3.7 Section 3.10 of the Anglican Settlement Agreement is amended by adding as instances of default a breach of any of the obligations under this agreement to pay money or provide In-Kind Services pursuant to the terms of this Agreement. Section 3.10.1 and 3.10.2 are repealed as spent.

3.8 The Sections and Schedules of the IRSSA listed below and reproduced in Schedule E hereto are incorporated into and form part of this Agreement by this reference as fully as if contained in the body of this Agreement. The Sections and Schedules of the IRSSA incorporated by reference are: selected Definitions in 1.01, 4.01, 4.05, 4.06, 7.01(2), 7.01(3), 11.01, 11.02, 11.03, 13.02, 13.03, 13.10, 13.11, 15.01(3), Schedule D Appendices II page 19 (iii) (iv), III page 21 (i), IV page 23 (i) (vii), X pages 39 to 42 ,XI pages 43 and 44, Schedule N Article 10A(k), 10B (c) (f), 10D and Part 14 paragraph 3, Schedule P, all plus definitions from Section 1.01 of the IRSSA such as are necessary to give meaning and effect to the foregoing IRSSA Sections and Schedules.

PART IV
IRS ABUSE CLAIMS RESOLUTION

4.1 Part II of the Anglican Settlement Agreement except for Sections 2.2.2, 2.2.3, 2.3, 2.5 and 2.18 is repealed and of no further force and effect. Sections 3.8, 3.10.1, 3.10.2, 4.1, 4.3, 4.4, 4.5.1, 4.6, 4.7 and 5.7.3 of the Anglican Settlement Agreement are also repealed and of no further force and effect. In addition:

> 4.1.1 Sections 4.8 and 4.9 thereof are amended to provide that the release and indemnity provisions come into effect when all monies required to have been paid into and out of the AFHR and Settlement Fund have been so paid in accordance with this Agreement, including where In-Kind Services required by this Agreement have been provided.
>
> 4.1.2 The remaining provisions of Parts II, IV and V are deemed to be amended to give full force and effect to this Part.

4.2 As long as there is a prospect of settling a claim solely on the basis of the allegations which fall within the definition of an IRS Abuse Claim, it is to be treated as such for the purposes of this Agreement notwithstanding the fact that claims arising from alleged loss or diminution of aboriginal language or culture or other claims falling outside the definition are also being made.

4.3 In the case of a claim being resolved through the IAP or the DRM, the Anglican Entities' rights to participate are as set out therein.

4.4 The Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement of an IRS Abuse Claim or claim arising under the IAP on terms acceptable to the Government and the Claimant without recourse to the Anglican Entities.

4.4.1 Where an Anglican Entity which had a presence at an IRS or in whose territorial jurisdiction an IRS operated advises the Government in writing that it wishes to be consulted before the Government settles an IAP claim from such IRS without holding a hearing, the Government will so consult provided that the Anglican Entity engages in such consultation within an interval of no more than one week from notification by the Government of its intent.

4.5 Where a trial is held in a matter arising under the IAP, neither the Government nor the Anglican Entities will rely upon the defence of limitations of the doctrine of laches or other defence not going to the merits.

4.6 The Government will in a timely manner provide an Anglican Entity or its designated representative with copies of IRS Statements of Claim served on the Government and copies of Notices of Examinations it serves on IRS Claimants concerning claims from an IRS where the Anglican Entity had a presence or where the IRS operated within its territorial jurisdiction in order to facilitate informed decisions about potential participation by the Anglican Entity.

4.6.1 An Anglican Entity may, by notice in writing to the Government, request that copies of the above documents not be forwarded to it either generally or in certain classes of cases and the Government will respect that request except in such cases where it requires the cooperation of the Anglican Entity to resolve the claim.

4.7 Where IRS Abuse Claims are being advanced in litigation, the Government and the Anglican Entities will each notify the other of any settlement overtures from claimants, and will work together to develop a joint position for settlement discussions and, if necessary, for trial.

4.7.1 The Anglican Entities, or any of them, may relieve the Government of the obligations in Section 4.7, as it applies to them, by written notice to the Government.

4.8 Where an IRS Abuse Claim is based on intentional torts arising prior to May 14, 1953, the Government will assert immunity if the matter proceeds to trial and will play no role in the defence after a court finds such immunity. The Government will provide written notice of its intention to each Anglican Entity which is a party to these claims not later than 120 days before the start of such trial, and such Anglican Entity will defend the claims or otherwise settle them.

4.8.1 The Government agrees to wholly indemnify the Anglican Entity for all Compensation paid to a Claimant pursuant to this Section or Section 4.2 of the Anglican Settlement Agreement; and

4.8.2 The Government will further indemnify the Anglican Entity for legal fees and expenses incurred by the Anglican Entity in defending an IRS Abuse Claim based on an intentional tort arising prior to May 14, 1953 for the period of time from and after a court has dismissed the claim against the Government based on Crown immunity to the resolution of the claim. The indemnification will be in an amount as agreed between the Government and Anglican Entity, or as determined in accordance with Part VII of the Anglican Settlement Agreement. In the event of resort to Part VII the parties and any Mediator appointed under Section 7.6 of the Anglican Settlement Agreement, shall have regard to the rules, principles and caselaw that would apply in the taxation of a solicitor and own client account in the province or territory where the claim was brought.

4.9 Where an Anglican Entity receives from the IAP Secretariat a copy of a Claimant's IAP application or receives from the Government a copy of an application to the DRM, the Anglican Entity agrees to be bound by trust conditions imposed on it with respect to confidentiality or, if it does not so agree in one or more instances, to return the document(s) without copying, reading or making use of it in any way.

4.10 In IAP, where an Anglican Entity elects not to participate in the validation, resolution or defence of IRS Abuse Claims to the extent the following provisions do not conflict with Appendix III of the IAP, then the Government will:

4.10.1 Provided a witness statement is submitted in advance, or the individual provides a full interview to the Government, the Government will pay the reasonable travel and accommodation costs of a member, employee or former employee of a Anglican Entity to appear at a DRM or an IAP hearing. In other proceedings involving IRS Abuse Claims, the Government will only be responsible for any expense related to the participation of the member, employee or former employee of an Anglican Entity where the Government requires the participation of such member, employee or former employee; and

4.10.2 The Government will participate in and may conclude negotiations to determine the amount of Compensation in any settlement.

4.11 Releases by Class Members, Cloud Class Members and Non-resident Claimants are as provided for in the IRSSA, specifically Articles 4.06, 11.01, 11.02 and Schedule P, and the Approval Orders. As part of any resolution of a claim brought by any person not bound by the IRSSA arising out of or in relation to an Indian Residential School or the operation generally of Indian Residential Schools, the Government will concurrently secure from the claimant a dismissal of the claim and release for itself and the Church from any and all past, present and future claims, whether or not now known to or existing at law, arising from or connected to, directly or indirectly, an Indian Residential School.

4.11.1 The release by a person not bound by the IRSSA shall be in the form attached as Schedule C.

PART V:
RESOLUTION OF DISPUTES
CONCERNING THIS AGREEMENT

5.1 Any disputes concerning the application or interpretation of this agreement shall be resolved pursuant to the provisions of Part VII of the Anglican Settlement Agreement.

PART VI:
GENERAL

6.1 Notice shall be given, save as otherwise specifically provided, in writing addressed to the party for whom it is intended and shall be deemed received by the other party on the day it is signed for if sent by certified mail, and if sent by facsimile or email, it shall be deemed received on the business day next following the date of transmission. The mailing, facsimile and email addresses of the Parties shall be:

As to the General Synod, the Missionary Society and the Corporation:

80 Hayden Street
Toronto, Ontario, M4Y 3G2

Attention: General Secretary
Fax: 416 924 0211

Copy to:

Cassels, Brock & Blackwell
Barristers & Solicitors
Suite 2100 40 King Street West
Toronto, Ontario, M5H 3C2

Attention: John Page
Fax: 416 640 3038

As to the other Anglican Entities:

as per Schedule F

As to the Government:

Deputy Head,
Office of Indian Residential Schools Resolution of Canada,
3rd floor, 90 Sparks Street
Ottawa, Ontario, K1A 0H4

Fax: 613 996 2811

Copy to:

Department of Justice Legal Services,
5th floor, 90 Sparks Street
Ottawa, Ontario, K1A 0H4

Attention: Senior Counsel

Fax: 613 996 1810

Copy to:

Deputy Attorney General of Canada,
Department of Justice Building
284 Wellington Street
Ottawa, Ontario, K1A 0H8

Attention: Assistant Deputy Attorney General, Aboriginal Law
Fax: 613 996 4737

or any other mailing, facsimile or email addresses as the parties from time to time may notify each other of in writing.

6.2 This Agreement shall be binding on and enure to the benefit of the Anglican Entities and their successors and assigns and the Government.

6.3 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction that governs the interpretation, applicability or enforceability of this Agreement shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.

6.4 No amendment, supplement or waiver of any provision of this Agreement or any other agreements provided for or contemplated by this Agreement, nor any consent to any departure by a party to this Agreement or their representative shall in any event be effective unless it is in writing and signed by the Parties to this Agreement and then the amendment, supplement, waiver or consent shall be effective only in the specific instance for the specific purpose for which it has been given.

6.5 No waiver or act or omission of a party to this Agreement shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by that party of any provision of this Agreement or the results or the rights resulting from it.

6.6 Time shall be of the essence in this Agreement.

6.7 No Member of the House of Commons or Senate may participate in or derive a benefit through this Agreement other than as a member or officer of the Anglican Entities or as a Claimant.

6.8 This Agreement and the Anglican Settlement Agreement as amended by this Agreement and the agreement contemplated by Section 3.1 constitute the entire Agreement among the Parties and cancel and supersede any prior agreements, undertakings, declarations or representations, written or verbal in respect of them, except as follows:

> 6.8.1 The provisions in the Anglican Settlement Agreement between the Government, the Corporation, and the Anglican Entities listed in Schedule A which were in force as of the date this Agreement comes into force continue in effect for the purpose of determining rights and obligations in DRM proceedings, but not as to any financial matters.

6.9 This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, subject always to any paramount or applicable federal laws. Nothing in this Agreement is intended to or is to be construed as limiting, waiving or derogating from any federal Crown prerogative.

6.10 The Government and the Anglican Entities acknowledge that the participation in the negotiations leading to the execution of this Agreement, and the execution of this Agreement, does not constitute any admission by the Government or the Anglican Entities that they have any legal or financial liability to any party in relation to claims arising from or connected to the operation of an IRS. The Government and the Anglican Entities agree that they will not advance as evidence or argument in any legal claim against each other in relation to claims arising from or connected to the operation of an IRS, the negotiations leading to and the execution of this Agreement.

In re Residential Schools Class Action Litigation

Settlement Notice Plan

Phase I – Hearing Notice

Phase II – Opt-Out/Claims Notice

Prepared by Hilsoft Notifications
Updated February 26, 2007

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1. Introduction

The "Notice Plan" (or the "Plan") that follows outlines the dissemination efforts that will be undertaken to provide adequate notice to Class members in the *In re Residential Schools Class Action Litigation*, including notification of the Hearings (Phase I) and notification of the Opt-Out/Claims process (Phase II). The Plan is based on meeting key objectives, uses extensive and appropriate prior class action notice experience, and is supported by industry standard research tools and data.

Hilsoft Notifications has designed this Notice Plan with valuable input from Aboriginal people and groups, lawyers for the parties, the NCC, the Government, and with direction from the Courts. Hilsoft Notifications' President, Todd B. Hilsee, has been recognized as a class action notice expert by many U.S. and Canadian judges, and has specific experience designing and implementing large-scale consumer class action notice plans. Hilsee, together with key Hilsoft Notifications' principals, Barbara A. Coyle, Executive Vice President, Gina M. Intrepido, V.P./Media Director, and Shannon R. Wheatman, Ph. D., V.P./Notice Director, have designed the Plan and notices, and with Carla A. Peak, Notice Manager, will personally oversee implementation through completion.

Hilsoft Notifications has disseminated class action notices in more than 220 major cases, in more than 209 countries and 52 languages. Judges, including in published decisions, and including in Canada, have recognized the importance of the reach calculation methodology Hilsoft Notifications brought from the advertising industry. Courts, including Canadian courts, have previously approved this type of plan, the notice techniques it employs, and the delivery it achieves in terms of the high percentage of Class members reached. Hilsoft Notifications' plans have always withstood collateral review and appellate challenge.

Hilsoft Notifications wrote and designed all of the notice documents (the "Notice" or "Notices") in conjunction with the NCC and with much input from former students and community leaders. These Notices follow the highest modern principles in the illustrative notices that Hilsoft wrote and designed for the U.S. Federal Judicial Center ("FJC"), now at www.fjc.gov, at the request of the Advisory Committee on Civil Rules of the Judicial Conference of the United States. Canadian courts have recognized the importance of well designed notices to best communicate with Class members. Hilsoft Notifications' c.v., including judicial comments recognizing notice expertise, is attached as **Schedule 1**.

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2. Background/Overview

- ***Aboriginal Groups.*** Aboriginal people of Canada is the term used to refer to the First Nations, Inuit, and Métis collectively. First Nations is a term of ethnicity used in Canada that has widely replaced the use of the word "Indian." It refers to Indigenous peoples of North America located in what is now Canada, and their descendants, who are not Inuit or Métis. Both the Canadian Census and Siggner & Associates research and data refer to the term "Native American Indian" or "NAI"; however, for the purpose of this Notice Plan, the term First Nations will be used in its place.

- ***Residential Schools.*** The federal government began to play a role in the development and administration of the residential school system for Aboriginal children as early as 1874. The Government of Canada operated nearly every school as a "joint venture" with various religious organizations until 1969, when the federal government assumed total responsibility for the schools. In many instances, church organizations remained actively involved.

  The schools were located in every province and territory, except Newfoundland, New Brunswick, and Prince Edward Island, although the highest concentration of schools was in British Columbia, the Prairies, and the North. Most of the federally run residential schools closed by the mid-1970's, with a small number remaining open through the 1980's. The last federally run residential school in Canada closed in 1996.

  Aboriginal children were often separated from their families and communities to attend these schools. While not all children had negative experiences at these schools, incidents of physical and sexual abuse have been cited by many former students. Legal claims also allege breach of treaty, loss of education opportunity, forcible confinement and poor conditions at the schools. In addition, because a key objective of the residential school system was the assimilation of Aboriginal children, legal claims allege that the system contributed to a loss of language and culture among Aboriginal people.

  As a result, the proposed settlement has been reached.

  Note: Among various groups involved in the settlement there are differing views on use of the term "Indian" in connection with the schools. While this term does not apply to Métis and Inuit, the government refers to the schools as

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"Indian" residential schools, and it is also preferred by First Nations. The settlement agreement is styled the Indian residential schools settlement. The case, on the other hand is named "In re Residential Schools Class Action Litigation." Accordingly, the Notice Plan and Notices employ the word Indian when referring to the settlement itself, with some practical exceptions (short word length and broad understanding necessary in headlines), but elsewhere use the simpler and still recognizable term understood by all, by referring to the schools as simply "residential schools."

- ***Notice Programme.*** There will be two phases of notice in connection with the Indian Residential Schools Settlement: *Phase I* publicizes the "Hearing Notice" while *Phase II* disseminates the "Opt Out/Claims Notice."

  Phase I - "Hearing Notice"
  - Provides effective notice coverage to affected people residing both on reserve or within another Aboriginal community or settlement, as well as within the general population.
  - Notice message announces the proposed settlement, hearing dates and locations, how to obtain additional information, and how to object, if desired.

  Phase II - "Opt Out/Claims Notice"
  - Consists of more extensive notice coverage than Phase I, to ensure the most effective reach practicable among those affected prior to the final opt-out deadlines and in conjunction with the launch of registration for a claim form.
  - Notice message announces the settlement approval and outlines: the settlement and its benefits, the ability to exercise legal rights including opt-out procedures and deadlines for opting out; and how to obtain additional information necessary to make a claim when claim forms become available.

  In both Phase I and Phase II, communications will be produced in languages appropriate to each media vehicle. Multiple languages will be used in some vehicles.

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3. Plan Summary

- ***Objective***. Notify the greatest practicable number of former residential school students and their family members, and provide them with opportunities to see, read, or hear notice, understand their rights, and respond if they choose.

- ***Situation Analysis***. The following factors helped us determine the dissemination methods needed to achieve an effective notice effort:

    1. There were an estimated 78,994 residential school former students alive as of 2006,[1] all of whom are Aboriginal.
    2. People affected include all three Aboriginal groups: First Nations, Métis and Inuit.
    3. People affected are located throughout Canada, including on reserve and within other Aboriginal communities/settlements, as well as within the general population.
    4. Those residing outside of an Aboriginal community are located in both rural and urban areas.
    5. A small percentage of affected people are in correctional institutions or reside outside of Canada.
    6. A partial list of people known to be affected is available (reaching at least 25% of former students).
    7. Notice materials must be provided in languages appropriate for communicating with those affected (i.e., English, French, and various key Aboriginal languages).

- ***Target Audience***. The Notice Plan must reach former students of the residential school system, and family members who have rights under the settlement. This includes people from First Nations, Inuit, Inuvialuit, and Métis communities, or any other former student.

  Recognizing that many former students are now older (e.g., 45+), using available research data we have calculated the reach among the broader population of potential Class members, i.e., Aboriginal people 25 years of age and older (25+), because their demographic profile and media usage closely represent those of <u>all</u> potential Class members and it ensures the greatest

[1] Siggner & Associates Inc. 10/24/05 report: "Estimating the Residential School Attendee Population for the Years 2001, 2005 and 2006."

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certainty of a broad reach of all groups included in the settlement, including family members, and those former students who were young when the last schools closed. At the same time, our media programme selection will ensure that the older segments are adequately reached, as well as the overall 25+ Aboriginal population.

- ***Strategies.*** The notice effort consists of a combination of mailings and paid media placements in Aboriginal media, including television, radio, and publications. To build reach, media placements will appear in mainstream newspapers within the top Aboriginal population Census Metropolitan Areas ("CMAs") and Census Agglomerations ("CAs"), and, in Phase II only, on mainstream television. Coverage will be further enhanced by organizational mailings/emailings/faxes, and community outreach (in-person distribution of Notice) in Phase II, as well as a neutral informational news release and a website and call centre where Notices may be accessed, questions answered, and where individuals can register to receive claim forms when they are ready.

- ***Delivery.*** Combined, the notice efforts will reach at least 91.1% of Aboriginal people 25+, and therefore a similar percentage of both former students and family members, an average of 6.3 times throughout the Phase I and Phase II programmes. Phase I activity alone will reach approximately 65.7% of Aboriginal people aged 25+ an average of 1.8 times and Phase II, 90.8% an average of 5.1 times.[2] Aboriginal television, Aboriginal radio, organizational and community outreach, the informational news release, and website efforts will further increase the reach and exposure among those affected. This reach is consistent with other effective notice programmes, is the best notice practicable, and meets all legal requirements.

  The programme takes into account the older skew of former students, and, although incalculable because of the lack of precise data, our media selection and programming choices are designed to ensure that the reach among the former student Class members is consistent with, if not greater than, the reach among the broader group of the 25+ population that includes them and all family members.

- ***Notice Tactics.*** The following notice tactics have been selected to best reach

[2] Reach calculations do not include unmeasured Aboriginal radio and Aboriginal viewers of Aboriginal TV, and do not include individual notice that may be achieved by organizations delivering to populations, or grass-roots outreach efforts. All of these efforts will be closely monitored and, if possible, calculated and reported to the Courts with a final report affidavit, providing the best and most conservative calculation of the total reach of the notice programmes.

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those included in the settlement:

1. ***Individual Mailings.*** A personal letter to known Class members, along with the appropriate Summary Notice and Detailed Notice, and an Opt Out Form (Phase II), will be mailed to numerous lists from the Assembly of First Nations (AFN), Inuit, lawyer, and government databases of Class members. The Phase II mailing will also include those who have come forward and provided their contact information during Phase 1.

   The Summary Notice will also be mailed to all addresses in the three northern territories of Nunavut, Northwest and Yukon.

2. ***Organizational Mailings/Emailings/Faxes.*** First Nation Offices and other community organizations such as Friendship Centres and Aboriginal agencies and organizations, will be contacted and asked for voluntary assistance to make notices available to Class members, by distributing them or posting them for public viewing, publishing the Notice in any newsletters they have, or including a link on their websites, if any.

   The appropriate Summary Notice and Detailed Notice (Phase I or Phase II) will also be mailed to all federal and penal institutions, where some former residential school students are located.

3. ***Aboriginal Television:*** 30-second units in English and 60-second units (longer length to accommodate translations) in French will appear on the national Aboriginal television network — Aboriginal Peoples Television Network ("APTN"). Various Aboriginal language units will also appear, in 30 or 60-second formats, depending on the language.
   - Phase I: Approximately 100 spots will air, over two weeks.
   - Phase II: Approximately 180 spots will air, over three weeks.

4. ***Aboriginal Radio.*** 60-second units will be placed on approximately 90 Aboriginal stations. Aboriginal and French language stations will air the Notice in the language(s) appropriate for their station.
   - Phase I: Approximately 40 spots per station will air, over two weeks.
   - Phase II: Approximately 60 spots per station will air, over three weeks.

5. ***Aboriginal Publications.*** A full page Summary Notice will appear in approximately 36 Aboriginal publications for both Phase I and Phase II. In bilingual publications, Notice will appear in both English (or French) and the appropriate Native language(s). The actual number of publications used

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for each Phase will depend upon approval dates in relation to publication issuance dates and advertising deadlines.

6. ***Mainstream Newspapers.*** To extend reach, particularly among affected people living outside of an Aboriginal community, both the Phase I and Phase II Summary Notice will appear two times in 31 daily mainstream newspapers. These papers circulate in the top 19 Aboriginal population CMAs/CAs, plus the Québec CMA. Four local newspapers with distribution in areas with a high concentration of Aboriginal people and former students will also carry both Notices two times. An approximate 1/3 page Summary Notice will be placed in the broadsheet newspapers and an approximate 3/4 page in the tabloid papers. A French version of the Notice will appear in the French language newspapers.

7. ***Mainstream Television (Phase II ONLY).*** 30-second units in English and 60-second units (longer length to accommodate translations) in French will appear on national and regional television networks.[3] A variety of programmes and dayparts will be used. Programme selection will emphasize the need to reach older former students.
   - Approximately 100 Adult 25+ GRPs (gross rating points)[4] will be sought per week over three weeks on the English networks.
   - Approximately 50 Adult 25+ GRPs will be sought per week over three weeks on the French networks.

8. ***Informational News Release.*** A party-neutral, Court-approved informational news release will be issued to the press (e.g., newspapers, news magazines), as well as Aboriginal organizations, agencies, and the AFN, for publication in its newsletter.

9. ***Internet Activities.*** For those who have access to the Internet, a neutral and informational website with an easy to remember domain name www.residentialschoolsettlement.ca will be available where affected people can obtain notice documents, and interact and correspond with administrators. Notice documents will be available in English, French, and Inuktitut.

10. ***Community Outreach.*** Efforts in Phase II will include community visits in

[3] Television network and programme selections will be made at the discretion of the media planner.

[4] One rating point equals one percentage of the target population. GRPS are a sum of all rating points and may include the same person reached more than once, so GRPs can and do exceed 100.

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which the main objective will be to achieve personal distribution of notice to as many former students and families of former students as reasonably possible to achieve.

11. ***Response Handling.*** A response handling administrator will oversee a toll-free call center where callers can get questions answered, or request more information. The administrator will keep databases of responses, as well as track, record, transcribe and channel objections to the parties and the Courts. Callers will have access to English, French, and Aboriginal language speakers as needed. The phone line will also link to the Government's residential schools emotional crisis hotline. The administrator will also dovetail with our website activities by administering interactive response-handling aspects of the website, as well as post various legal documents on an ongoing basis.

- ***Message Content.*** The proposed Notices have all been designed to provide a clear, concise, plain language statement of affected people's legal rights and options. Summary Notices are simple but substantive roadmaps to all the key information. Broadcast Notices will air on television and radio stations, highlighting the appropriate message (Phase I: the hearings and ability to object; Phase II: the "stay in/opt out" message) and inviting response. Detailed Notices make even more facts available in an easy "Q&A" format. The Informational News Release will highlight key information through multiple channels of distribution. Drafts of all the Notices are entirely consistent with state-of-the-art "noticeable" plain language models, and are attached as **Schedule 2.**

- ***Language.*** Mailed notice packages will be created in English, French and Inuktitut. The Summary Notices for mainstream publications will be in English and French. Aboriginal publications and Broadcast Notices for Aboriginal television and radio will be produced in English, French, and the native language(s) appropriate to each media vehicle (if the publication is available at time of placement). These languages include:

  Publications:
  - English
  - French
  - Inuktitut
  - Innuinaqtun
  - Siglit

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- Oji-Cree

Radio:

- English
- French
- Inuktitut
- Cree
- Déné (various dialects, such as Gwich'in and Dogrib)
- Ojibway
- Innu
- Atikamekw

Television:

- English, French, and Native languages appropriate to selected Native language programs, including Inuktitut, Innu, and Cree.

All the elements of the mailing packages (Envelope, Cover Letter, Summary Notice, and Detailed Notice) will be produced in English, French, and Inuktitut. The Informational News Release will be issued in English, French, and Inuktitut. Callers to the 800 number will be able to speak with operators in English, French, and various Aboriginal languages. The website will appear in English, French, and Inuktitut.

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4. Notice Schedule Flow Chart – Phase I

Significant communication events within the overall notice programme.

The flow chart below shows a hypothetical schedule for Phase I of the Indian residential schools settlement notice programme. The actual schedule will allow approximately 60 days from the first notice appearance. The appearances of the individual notices and media placements may vary within the notice period. The notice appearances may extend beyond week 6, leading up to the objection date.

Notice Tactic	***Week 1***	***Week 2***	***Week of 3***	***Week of 4***	***Week of 5***	***Week of 6***
Fax Informational Release to First Nations, Inuit & Métis Community Offices	■					
Issue Informational Release over Newswire	■					
Individual Mailings	■	■				
Organizational Mailings, Email, Fax	■	■				
Aboriginal Publications	■	■	■	■	■	■
Aboriginal Television		■	■			
Aboriginal Radio		■	■			
Mainstream Newspapers	■	■	■	■		
Website	■	■	■	■	■	■

All publication blocks show when readers receive notice (the "on-sale" date). Monthly, bimonthly and quarterly publications, and some weeklies, have a longer "shelf life" or readership period. All actual publications and insertion/air dates may vary within the notice period subject to availabilities at the time of placement.

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5. Notice Schedule Flow Chart – Phase II

Significant communication events within the overall notice programme.

The flow chart below shows a schedule for the appearances of Phase II notices. Notice would appear on the established website within one week of approval to proceed. Notices would begin to appear in media vehicles as early as possible after approval of the settlement and notice documents. Week 1 on the chart below begins approximately 35 days after Court approval to proceed with Phase II, or upon notice documents being approved as final.

Notice Tactic	***Week 1***	***Week 2***	***Week 3***	***Week 4***	***Week 5***	***Week 6***
Fax Informational Release to First Nations, Inuit & Métis Community Offices						
*Issue Informational Release over Newswire and Track news coverage**	Issued Earlier – See Below					
Individual Mailings						
Organizational Mailings, Email, Fax						
*Community Outreach***						
Aboriginal Publications						
Aboriginal Television						
Aboriginal Radio						
Mainstream Newspapers						
Mainstream Television						
*Website****						

*News release issued earlier – within one week of approval to proceed or lift of stay whichever comes later. **Community outreach begins as soon as practicable after approval, and continues through the opt-out date. ***Notices appear on website much earlier – within one week from approval to proceed or lift of stay whichever comes later.

All publication blocks show when readers receive publications (the "on-sale" date). Monthly, bimonthly and quarterly publications, and some weeklies, have a longer "shelf life" or readership period. All actual publications and insertion/air dates may vary within the notice period subject to availabilities at the time of placement.

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6. Methodology

def: Tools and data trusted by the communications industry and courts.

In developing the Notice Plan, we used tools and data sources that are commonly employed by experts in the communications field. These include Print Measurement Bureau ("PMB")[5] and Mediamark Research, Inc. ("MRI")[6] data, which provide statistically significant readership, demographic and product usage data; Audit Bureau of Circulations ("ABC")[7] statements, which certify publication circulation numbers; and BBM[8] research, which measures television audiences.

These tools, along with demographic breakdowns indicating how many people use each media vehicle, as well as computer software and our industry-standard calculations that take the underlying data and factor out the duplication among audiences of various media vehicles, allow us to determine the net (unduplicated) reach of a particular media schedule. We combine the results of this analysis with our experience and the well-recognized standards of media planning, in order to help determine notice plan sufficiency and effectiveness.

Virtually all of North America's largest advertising agency media departments utilize, scrutinize, and rely upon such independent, time-tested data and tools, including net reach, de-duplication analysis methodologies, and average frequency of exposure, to guide the billions of dollars of advertising placements that we see today, providing assurance that these figures are not overstated.[9] These analyses and similar planning tools have become standard analytical tools for evaluations of notice programmes, and have been regularly accepted by courts.

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[5] PMB is Canada's leading media research study, conducted annually on behalf of advertisers, agencies and media.

[6] MRI is the leading source of publication readership and product usage data for the communications industry in the US. MRI offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample.

[7] Established in 1914, ABC is a non-profit cooperative formed by media, advertisers, and advertising agencies to audit the paid circulation statements of magazines and newspapers. It is the industry's leading, neutral source for documentation on the actual distribution of newspapers printed and bought by readers in N. America. Widely accepted throughout the industry, it certifies over 3,000 publications, categorized by metro areas, region, and other geographical divisions. Its publication audits are conducted in accordance with rules established by its Board of Directors. These rules govern not only how audits are conducted, but also how publishers report their circulation figures. ABC's Board of Directors is comprised of representatives from the publishing and advertising communities.

[8] BBM Canada is a not-for-profit, broadcast research company that was jointly established in 1944 as a tripartite cooperative by the Canadian Association of Broadcasters and the Association of Canadian Advertisers. BBM is the leading supplier of radio and television audience ratings services to the Canadian broadcast advertising industry.

[9] Net Reach is defined as the percentage of a class who was exposed to a notice, net of any duplication among people who may have been exposed more than once. Average Frequency is the average number of times each different person reached will have the opportunity to view a vehicle containing a notice placement.

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7. Target Audience

def: The demographics of the people included in the settlement, including but not limited to, the persons most likely to be affected.

An effective notice plan must be guided by a careful and thorough study of demographics, as this more than anything guides necessary media selection and usage in notice campaigns. Based on the research outlined below, the following characteristics best describe those included in the settlement:

- Reside throughout Canada, but with a likely concentration in the west.
- Age 25+, with an emphasis on 45+.
- Almost an equal distribution between those living within reserves or Aboriginal communities/settlements as those living outside of them.
- Affected people living outside of a reserve or Aboriginal community/settlement are more likely to live in urban locations (72%) vs. rural areas (28%).
- More than 90% of the entire Aboriginal population speaks English; approximately 5% speak French; and about 7% speak in their Native language only. Certainly, Class members who are older than the Aboriginal population as a whole rely more on Aboriginal languages, at least in spoken form.
- Likely mirror the overall Aboriginal population on other measures, i.e., tend to be less educated, have lower income and higher unemployment levels, and are more mobile than Canada's general population.

- ***Population/Size of former student group.*** Based on the 2001 Canadian Census, there were 976,305 people in Canada who identify themselves as Aboriginal, including 608,850 people of First Nations, 292,310 Métis, and 45,070 Inuit.[10] Canada's Aboriginal Identity population comprises 3.3% of Canada's total population of 29,639,030.

  Research prepared by Siggner & Associates Inc.[11] estimated the 2001 Aboriginal former residential school attendee ("RSA") population aged 15 and over to be 83,695. Due to mortality of the already-born and aging population, the number was estimated to be 78,994 in 2006. The majority of former students are First Nation members.

[10] There are many ways of defining the Aboriginal population. The 2001 Census provides data that are based on the definitions of ethnic origin (ancestry), Aboriginal Identity, Registered Indian, and Band membership. References in the Notice Plan refer to Aboriginal Identity, which refers to persons who reported identifying with at least one Aboriginal group, i.e. North American Indian, Métis, or Inuit. Also included are individuals who did not report an Aboriginal identity, but did report themselves as a Registered or Treaty Indian, and/or Band or First Nation membership.

[11] The 1991 and 2001 Aboriginal Peoples Surveys, 2001 Census data, and other data sources were used in preparing the research.

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RSA Groups	*2001*		*2006*	
First Nations	*67,915*	*81.1%*	*64,111*	*81.2%*
Métis	*6,879*	*8.2%*	*6,464*	*8.2%*
Inuit	*3,619*	*4.3%*	*3,448*	*4.4%*
Aboriginal Origins Only	*3,346*	*4.0%*	*3,144*	*4.0%*
Inmates	*877*	*1.0%*	*855*	*1.1%*
Outside Canada	*1,059*	*1.3%*	*973*	*1.2%*
Total	***83,695***	***100.0%***	***78,994***	***100.0%***

- ***Former students' residence on reserve and within other Aboriginal communities/settlements.*** Based on Siggner data, the largest percentage of RSA's is comprised of on reserve First Nation members (52.7%). In fact, there are approximately 630 First Nations in Canada. However, more than 40% of the remaining RSA's reside outside of a reserve or Aboriginal community/settlement, including 22,470 off reserve First Nation members (or 28.4% of former students) and nearly all of the Métis and "Aboriginal Origins Only" former students.

- ***Age of former students.*** Most of the federally run residential schools closed by the mid-1970's, with a small number remaining open through the 1980's. The last federally run residential school in Canada closed in 1996. Based on this, the vast majority of former students are 25+, with an emphasis among 35+ years of age. According to the Siggner report, approximately 17% of RSA's are older than 65.

- ***Geographic location of former students.*** Because the residential schools were located in nearly every province and territory of Canada and former students are not necessarily living in the same area where they attended a residential school, former students can be residing throughout Canada.

The following provides demographic trends among the Aboriginal population regarding employment, education, income, language, geography, and mobility, based on 2001 Census data:

- ***Employment.*** Unemployment was higher among the Aboriginal population — the unemployment rate for the Aboriginal population was 19.1%, compared to 7.1% for the non-Aboriginal population. The unemployment rate was highest for First Nations and Inuit, both at 22.2%, while the unemployment rate for Métis was 14%.

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- ***Education.*** While nearly 16% of non-Aboriginal Canadians were university graduates, only 4.4% of Aboriginal people had a university degree. Nearly one half (48%) of the Aboriginal population did not graduate high school, compared to only 30.8% of the non-Aboriginal population. Education levels were much lower among Aboriginal people 65 years of age or older, 78.9% of whom did not graduate high school.

- ***Income.*** The average income level among Aboriginal people was 36% lower than that of the non-Aboriginal population. Additionally, the incidence of low income in 2000 was substantially higher among the Aboriginal population compared to the non-Aboriginal population: 31.2% of the Aboriginal "family" population and 55.9% of "unattached" Aboriginal people, versus 12.4% and 37.6% of non-Aboriginal people, respectively.

- ***Language.*** A total of 235,075 individuals, or 24% of the Aboriginal Identity population, reported that they had enough knowledge of an Aboriginal language to carry on a conversation. The strongest enclaves of Aboriginal language speakers are in the North and living on reserve or within an Aboriginal community/settlement. English is spoken by more than 90% of the Aboriginal population, while French is spoken by approximately 5%. Approximately 7% of the Aboriginal population speaks only their Native language.

  There are between 53 and 70 Aboriginal languages in Canada, with Cree, Inuktitut, and Ojibway being the three strongest.

Aboriginal Language	*Population with Knowledge of Aboriginal Language*	*Population with Aboriginal Language as Mother Tongue*
Cree	*92,630*	*77,285*
Inuktitut	*31,945*	*29,695*
Ojibway	*27,955*	*21,980*
Déné	*10,500*	*9,565*
Montagnais-Naskapi	*10,285*	*9,790*
Micmac	*8,625*	*7,405*
Oji-Cree	*5,610*	*5,185*
Attikamekw	*4,935*	*4,710*
Dakota/Sioux	*4,875*	*4,280*
Blackfoot	*4,415*	*3,020*
Salish languages not	*2,675*	*1,730*

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included elsewhere		
Algonquin	*2,340*	*1,840*
Dogrib	*2,265*	*1,920*
Carrier	*2,000*	*1,425*

- ***Geography.*** According to the 2001 Census, Canada's most populous province, Ontario, had 188,315 Aboriginal people, the highest absolute number, followed by British Columbia with 170,025. There are currently over 600 First Nations in Canada, of which nearly half are located in the provinces of Ontario or British Columbia.

  The highest concentration of Aboriginal population was in the North and on the Prairies. The 22,720 Aboriginal people in Nunavut represent 85.2% of the territory's total population, the highest concentration in the country. Aboriginal people represented more than half (50.5%) of the population in the Northwest Territories, and almost one quarter (22.9%) of the population in the Yukon.

Region	*Aboriginal Population*	*% of Aboriginal Population*	*% of Province/Territory Total Population*
Ontario	*188,315*	*19.3%*	*1.7%*
British Columbia	*170,025*	*17.4%*	*4.4%*
Alberta	*156,220*	*16.0%*	*5.3%*
Manitoba	*150,040*	*15.4%*	*13.5%*
Saskatchewan	*130,190*	*13.3%*	*13.6%*
Québec	*79,400*	*8.1%*	*1.1%*
Nunavut	*22,720*	*2.3%*	*85.2%*
Newfoundland and Labrador	*18,780*	*1.9%*	*3.7%*
Northwest Territories	*18,725*	*1.9%*	*50.5%*
Nova Scotia	*17,015*	*1.7%*	*1.9%*
New Brunswick	*16,990*	*1.7%*	*2.4%*
Yukon Territory	*6,540*	*0.7%*	*22.9%*
Prince Edward Island	*1,345*	*0.1%*	*1.0%*
Canada	***976,310***	***100.0%***	***3.3%***

  Census data also shows slow, but steady growth among Aboriginal people residing in the nation's cities. In 2001, almost half of the population who identified themselves as Aboriginal (49.1%) lived in urban areas, up from 47% in 1996. At the same time, the proportion of Aboriginal people who lived on reserve and within an Aboriginal community/settlement declined from 32.7% to 31.4%.

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One quarter of the Aboriginal population lived in ten metropolitan areas. In fact, in 2001, a total of 245,000 or 25.1% of Aboriginal people lived in ten of the nation's 27 CMAs. Winnipeg had the greatest number, followed by Edmonton, Vancouver, Calgary, Toronto, Saskatoon, Regina, Ottawa-Hull (now known as Ottawa-Gatineau), Prince Albert, and Montreal. The highest concentration was in the CMA of Prince Albert, whose 11,640 Aboriginal people accounted for 29.2% of its population.

CMA/CA	*Aboriginal Population*	*Percentage of CMA/CA Total Population*
Winnipeg	*55,755*	*8.4%*
Edmonton	*40,930*	*4.4%*
Vancouver	*36,860*	*1.9%*
Calgary	*21,915*	*2.3%*
Toronto	*20,300*	*0.4%*
Saskatoon	*20,275*	*9.1%*
Regina	*15,685*	*8.3%*
Ottawa-Gatineau	*13,485*	*1.3%*
Prince Albert	*11,640*	*29.2%*
Montreal	*11,085*	*0.3%*
Victoria	*8,695*	*2.8%*
Thunder Bay	*8,200*	*6.8%*
Prince George	*7,980*	*9.4%*
Greater Sudbury	*7,385*	*4.8%*
Hamilton	*7,270*	*1.1%*
Wood Buffalo	*6,220*	*14.6%*
London	*5,640*	*1.3%*
Sault Ste. Marie	*5,610*	*7.2%*
Kamloops	*5,470*	*6.4%*
TOTAL	***310,400***	

The following provides additional information and geographic details for each of the three Aboriginal Identity populations:

First Nations:

- Total population was 608,805 or 62% of the Aboriginal Identity population.

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- 22% reported residing in Ontario, 19% in British Columbia, and 43% in the three Prairie Provinces of Manitoba (15%), Alberta (14%), and Saskatchewan (14%).
- Of the 53% living off reserve, 78% lived in urban centres and 22% lived in rural locations.
- Winnipeg had the largest population (22,955), followed by Vancouver (22,700), Edmonton (18,260), Toronto (13,785), and Saskatoon (11,290).

Métis:

- Total population was 292,310 or 30% of the Aboriginal Identity population, an increase of 43% from five years earlier, making it the largest population gain of the three Aboriginal groups.
- Largest reported population lived in Alberta (66,055 or 23%), followed by Manitoba (56,795 or 19%), Ontario (48,345 or almost 17%), British Columbia (44,265 or 15%), and Saskatchewan (43,695 or 15%).
- Of the 97% who lived outside of an Aboriginal community/settlement, 70% lived in urban centres and 30% lived in rural areas.
- The five CMAS with the largest population were: Winnipeg (31,395), Edmonton (21,065), Vancouver (12,505), Calgary (10,575), and Saskatoon (8,305), for a combined total of 29% of the Métis population.

Inuit:

- Total population was 45,070 or 5% of the Aboriginal Identity population.
- Half of the population lived in Nunavut (22,560 or 50%), with Québec at a distant second (9,535 or 21.2%), followed by Newfoundland and Labrador (4,555 or 10.1%), and Northwest Territories (3,905 or 8.7%).
- Inuit represented 85% of Nunavut's total population.
- The five communities with the largest population were: Iqaluit (3,010), Arviat (1,785), Rankin Inlet (1,680), Kuujjuaq (1,540), and Baker Lake (1,405).
- Inuit represented 94.2% of Arviat's total population, 93.0% of Baker Lake's, 80.2% of Kuujjuaq's, 77.6% of Rankin Inlet's, and 57.9% of Iqaluit's.
- Inuktitut language remains strong — 70.7% reported an ability to carry on a conversation in Inuktitut and 65.0% reported speaking it at least regularly in their home.

- ***Mobility.*** Aboriginal people are more mobile than other Canadians. Overall, in the 12 months before the May 15, 2001 Census, 22% of Aboriginal people moved compared with only 14% of their non-Aboriginal counterparts. About

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two thirds of those who moved did so within the same community, while about one third of movers changed communities.

Net migration among Aboriginal people was greatest for the rural, non-reserve parts of the nation as compared with net movements for the reserves/communities/settlements or urban areas. During this period, the rural (non-reserve) areas of Canada incurred a net loss of 1.8% due to migration, while there was a net gain of 1.1% to the reserves/communities/settlements, and 0.4% to the CMAs. This pattern of small net increases in movement to the reserves/communities/settlements and larger urban centres has been an observed trend since 1981.

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8. Media Selection

def: The media vehicles that will best reach affected people in this particular notice programme.

In addition to individual mailings and organizational and community outreach, a combination of paid notice placements in Aboriginal television, radio, publications, mainstream newspapers and, in Phase II, mainstream television, has been selected to deliver the message to Class members. We have reviewed the merits of all forms of media for this case by comparing alternate schedules.

Based on our analysis, our selection of media allows:

- Documented audience data guaranteeing reach among Aboriginal people.
- Multiple opportunities for Aboriginal people to see the messages.
- The airing of attention-getting and impactful television spots that will present information to Aboriginal people through TV, their number one source of information.
- Ability to reach Aboriginal people through notice airings on targeted Aboriginal television.
- Notice placements in Aboriginal publications, whose distribution includes approximately 630 First Nations, Métis settlements, Inuit communities, Friendship Centres, and various Aboriginal organizations.
- Notice placements in mainstream newspapers in areas with high Aboriginal populations, to extend reach particularly among those living outside of reserves and Aboriginal communities/settlements.
- Affected people to have a written record and the ability to refer back to the Notice, pass it on to others without distortion, and easily respond via the website or 800 number, which offers a connection to the government's crisis support line.
- Notice placements on Aboriginal radio, whose reach includes remote Aboriginal communities.

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- Broad reach through mainstream television (Phase II only), including both English and French language networks/stations.

- An effective mix of media and frequency of notice providing affected people various opportunities throughout the notice period to see and react to the message.

- A "noticeable" Notice with arresting graphics and a bold headline to attract the attention of affected people.

- The broadest, most inclusive *geographic* coverage, ensuring that affected people are not excluded based on where they choose to live, i.e., whether they live within Aboriginal communities or not, in rural or urban areas.

- The most inclusive *demographic* coverage, ensuring that the broad target of Aboriginal people is effectively reached.

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9. Plan Delivery Summary

Activity	*Phase I*	*Phase II*	*Total*
Estimated NET Mailings to Known Class members:	*20,000*	*40,000**	*40,000*
Number of Aboriginal Publications:	*Approx. 36*	*Approx. 36*	*Approx. 36*
Insertions in Aboriginal Publications:	*Approx. 41*	*Approx. 41*	*Approx. 82*
Number of Mainstream & Local Newspapers:	*35*	*35*	*35*
Insertions in Mainstream & Local Newspapers:	*70*	*70*	*140*
Total Number of Aboriginal Television Spots:	*100*	*180*	*280*
Total Number of Mainstream Television Adult 25+ English GRPs:	*na*	*300*	*300*
Total Number of Mainstream Television Adult 25+ French GRPs:	*na*	*150*	*150*
Total Number of Aboriginal Radio Spots, per Station:	*40*	*60*	*100*
Aboriginal Publication Circulation:	*402,697*	*402,697*	*402,697*
Mainstream Newspaper Circulation:	*4,494,727*	*4,494,727*	*4,494,727*
*Total Adult Exposures via Aboriginal Publications: **	*200,000*	*200,000*	*400,000*

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Total Adult Exposures via Mainstream Newspapers:	*20,000,000*	*20,000,000*	*40,000,000*
Net % Reach among Aboriginal People 25+:[12]	*65.7%*	*90.8%*	*91.1%*
Average Frequency of Exposure among Aboriginal People 25+:	*1.8*	*5.1*	*6.3*

* The Notice Plan for Phase II will benefit by the additional names and addresses of Class members obtained as a result of Phase I notice efforts.
** Because much of the Aboriginal publication circulation is non-paid and/or not independently audited, we conservatively determined the total impressions for audience calculation purposes to be approximately 50% of the total circulation, and did not include possible pass-along readers.

This Plan achieves an effective reach among affected people as well as an opportunity for multiple exposures to notice. Although not quantifiable for purposes of determining the total net reach of the efforts, impressions achieved from the Aboriginal television and radio schedules, organizational and community outreach, informational news release, and website efforts will further add to the reach and frequency of exposure among those affected. Any possible calculations that accrue to the benefit of either net reach or average frequency of notice exposure will be reported to the Courts at the conclusion of the programmes.

[12] Reach calculations do not include unmeasured Aboriginal radio and Aboriginal viewers of Aboriginal TV, and do not include individual notice that may be achieved by organizations delivering to populations, or community outreach efforts. All of these efforts will be closely monitored and, if possible, calculated and reported to the Courts with a final report affidavit, providing the best and most conservative calculation of the total reach of the notice programmes.

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10. Net Reach

def: Total different persons who are exposed to a media vehicle containing a notice stated as a percentage of the total.

We employ industry standard methodologies to factor out the duplicate persons reached by the different and overlapping audiences on a media schedule to yield total net persons reached. The results of the proposed notice programme are as follows:

Media	*Phase I % of Aboriginal People 25+ Reached*	*Phase II % of Aboriginal People 25+ Reached*	*COMBINED % of Aboriginal People 25+ Reached*
Mailings[13]	*25.3%*	*50.6%*	*50.6%**
Aboriginal Publications	*38.5%*	*38.5%*	*38.5%*
Mainstream Newspapers	*25.5%*	*25.5%*	*27.6%*
Mainstream Television	*n/a*	*73.1%*	*73.1%*
COMBINED[14]	*65.7%*	*90.8%*	*91.1%*

*Effect of additional mailings for Phase II not incorporated into total combined reach until conclusion of program, and verification of the total net names available for mailings.

The reach percentage provided by the measured paid media alone indicates that the notice programme will be extensive, and highly appropriate for the circumstances of this case. Reach will be further enhanced by Aboriginal television, Aboriginal radio, organizational and community outreach, the informational news release, and website efforts. Reach estimates for the Aboriginal radio and Aboriginal television (among Aboriginal viewers) are not calculable due to the absence of measured audience data. Reach estimates for older former students (i.e., 45 years and older)

[13] Does not include the additional Individual Notices that will be distributed to affected people by First Nations and other Aboriginal community/settlement offices and organizations, or distributed through community outreach efforts. Phase II mailing reach does not include additional reach that will be achieved by mailing to all those who come forward during Phase I. Reach achieved through mailings will be calculated in the final report.

[14] Net of duplication between all efforts. Reach calculations do not include unmeasured Aboriginal radio and Aboriginal viewers of Aboriginal TV, and do not include individual notice that may be achieved by organizations delivering to populations, or community outreach efforts. All of these efforts will be closely monitored and, if possible, calculated and reported to the Courts with a final report affidavit, providing the best and most conservative calculation of the total reach of the notice programmes.

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was also incalculable as a result of low sample sizes for media research data on that more narrow age group, however, an emphasis has been placed on selecting media that targets older people included in the settlement. By the nature of our media selection and programming choices, the reach among the older former student Class members is expected to be consistent with, if not greater than, the reach among the broader group of the 25+ population that includes them and other family members. The number of exposures resulting from the organizational and community outreach, the informational news release, and the website can and will be calculated as much as possible, at the time of our final report.

The audience data used to determine the results in the table above is the same data used by media professionals to guide the billions of dollars of advertising we see today. The statistics and sources we cite are uniformly relied upon in our field. ABC data has been relied on since 1914; 90-100% of media directors use reach and frequency planning[15]; all of the leading advertising and communications textbooks cite the need to use reach and frequency planning[16]; and a leading treatise says it *must* be used[17]: "In order to obtain this essential information, we must use the statistics known as reach and frequency." Around the world, audience data has been used for years.[18]

Courts have recognized the merits of this quantification methodology, even when challenged, and leading notice professionals have adopted this model since our introduction of it to the class action notice field approximately 17 years ago. Numerous Canadian courts have previously approved the delivery this Plan achieves in terms of the number of affected people reached for a class action lawsuit.

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[15] *See generally* Peter B. Turk, *Effective Frequency Report: Its Use and Evaluation by Major Agency Media Department Executives*, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., *How Leading Advertising Agencies Perceive Effective Reach and Frequency*, 14 J.ADVERTISING 32 (1985).

[16] Textbook sources that have identified the need for reach and frequency for years include: JACK S. SISSORS & JIM SURMANEK, ADVERTISING MEDIA PLANNING, 57-72 (2d ed. 1982); KENT M. LANCASTER & HELEN E. KATZ, STRATEGIC MEDIA PLANNING 120-156 (1989); DONALD W. JUGENHEIMER & PETER B. TURK, ADVERTISING MEDIA 123-126 (1980); JACK Z. SISSORS & LINCOLN BUMBA, ADVERTISING MEDIA PLANNING 93-122 (4th ed. 1993); JIM SURMANEK, INTRODUCTION TO ADVERTISING MEDIA: RESEARCH, PLANNING, AND BUYING 106-187 (1993).

[17] AMERICAN ADVERTISING AGENCY ASSOCIATION, GUIDE TO MEDIA RESEARCH 25 (1987), revised 1993.

[18] Like PMB data for publications and demographics and BBM audience figures for television and radio in Canada, there are many other audience data tools specific to many countries including: MRI, Nielsen Media Research, and Arbitron in the U.S; Roy Morgan; MA; MMP CIM; Estudos Marplan; NADbank; Media Project; Index Danmark/Gallup; Kansallinen Mediatutkimus; IPSOS – Press Quotidienne; AEPM; AWA; MA; Bari/NSR; Media Analysis, Szonda IPSOS; AUDIPRESS; SUMMOSCANNER; AC Nielsen Media Readership Survey; ForBruker & Media; Norsk Medieindeks; Media Study Polonia; MediaUse; AMPS; Orvesto Consumer; MACH; Ukraine Print Survey; NRS; Simmons (SMRB), Scarborough.

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11. Average Frequency of Exposure

def: The exposures that will produce a positive change in awareness, attitude or action among those reached by a media schedule.

def: Average Frequency – average number of times that each different person reached will have the opportunity to view a vehicle containing a notice placement.

The Notice Plan is intended to provide affected people with the best practicable opportunity to see, read, and understand the Notice and their rights, so that they may respond if they so choose.

While this Notice Plan must rely upon modern-style, and audience-documented media coverage as reported herein, this Notice Plan provides a higher frequency of exposure than would a direct mail notice programme that sends one notice, one time, to a Class member.[19] Each Aboriginal person 25+ reached will have an average of 1.8 exposure opportunities to the Notice during Phase I, 5.1 during Phase II, and 6.3 overall (Phase I and Phase II combined).[20]

The frequency of exposure will be further enhanced by Aboriginal television, Aboriginal radio, organizational and community outreach, the informational news release, and website efforts.

While extra exposures are important for settlement messages, during Phase I there is no claims filing message, and affected people, while they have the right to be heard, are not required to take action to remain in the class. The important message comes from the Court and is designed to provide the Notice in an informative and understandable manner. Accordingly, the benefit of excessive message exposure frequency is reduced during Phase I.

On the other hand, the Phase II effort, providing not only notice of the opt-out right, but notice of the ability to come forward and register to take part in the claims filing process, demands additional frequency of notice exposure. This provides focused reminders to take the action needed to get the benefits being offered under a settlement. Well-established communication principles and methods support this premise. Therefore, the benefit of extra message exposure to the same person that results from the overlapping coverage provided by notice placements is very helpful during Phase II.

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[19] The reach achievable through direct mail notice programmes varies widely depending on the accuracy and comprehensiveness of Class member lists. A complete and accurate list is not available here.

[20] In standard media terminology, "exposures" is defined as opened or read a publication containing a notice placement.

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12. Geographic Coverage

def: Ensuring that affected people are not excluded simply because of where they live.

This notification effort takes steps to ensure fair and wide geographic coverage:

- Mailings will go to addresses of known Class members no matter where they may now reside.

- Aboriginal television (APTN) is available in nearly 100% of on reserve Aboriginal households, and 85% of households in the far North.

- Aboriginal radio, including broadcasts via satellite systems, extends reach and builds frequency to Aboriginal people throughout Canada, including those in remote areas.

- Aboriginal publications will provide coverage in all 13 provinces/territories.

- Mainstream newspapers include leading papers in the top 19 Aboriginal CMAs/CAs. Two of the newspapers have national distribution.

- Mainstream television will increase reach throughout Canada.

- The informational news release extends coverage throughout Canada.

- The Internet allows access to the Notice regardless of geography.

Accordingly, the Notice Plan focuses on reaching affected people regardless of where they choose to live.

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13. Individual Mailings

def: Reaches affected people directly with notice by mail when current, accurate, and usable addresses are available from defendants or commercially available lists.

A personal letter identifying the known Class member along with a Summary Notice and Detailed Notice (and Opt Out Form in Phase II) will be mailed to Class members on lists provided by the AFN, the National Consortium, the Merchant Law Group, the Makivik Corporation, the Inuvialuit Regional Corporation, the Nunavut Tunngavik Incorporated (NTI), the Labrador Inuit Association, lawyers on the National Certification Committee and any other lawyers with Class member names and addresses, and to a government list of those participating in government lawsuits seeking IAP benefits.

The Government and the Churches, immediately after approval to proceed with Phase I and II, will provide up-to-date lists of all potential Class members and their lawyers who have lawsuits pending against them over residential schools.

In Phase I, mailings are expected to be sent to approximately 15,000 names on the AFN database and approximately 15,000 names on the attorney databases, providing an estimated 20,000 or more net names and addresses from the AFN and lawyer lists alone. In combination with the other lists noted above, the net number of addresses will likely be greater.

Based on additional names expected to be gleaned from Phase I notice efforts and databases being built up further (i.e., from callers and other responders who gave their names and addresses to the administrator), Phase II mailings are expected to be sent to approximately 37,000 names on the AFN database, and approximately 22,000 names on the attorney databases. Conservatively based calculations estimate at least 40,000 net names and addresses will result from the combined AFN and lawyer lists alone. It is quite probable that the Phase II net amount of addresses from all of the combined lists will be greater, increasing the overall reach achieved by individual mailings even further.

For Phase I and II, working through Canada Post, a Summary Notice will also be mailed to all 28,000 addresses in the three northern territories of Nunavut, Northwest and Yukon.

Information will be mailed in English and French. Addresses from the Inuit lists will receive notice materials in Inuktitut and English.

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14. Organizational Mailings/Emailings/Faxes

def: Reaching out to affected people through organizations with which they are affiliated.

The Notice Plan seeks to provide Aboriginal agencies and organizations that are in contact with affected people with information to pass on to Class members as they are able. The organizations will be asked to provide voluntary assistance in the distribution of Notices to potentially affected people they may regularly interface with, in a variety of ways.

A Notice will be faxed to First Nation offices alerting them to the settlement and attaching a Summary Notice for distribution, as they are able, or public posting for those who visit the office or other public spot on reserve. A Notice will also be faxed to publication editors and radio stations.

A basic notice package will be mailed to First Nation offices and other community/settlement offices, Friendship Centres, treatment and healing centers, IRS Survivors' Society/Branches, Métis organizations, and Inuit associations. The notice package will contain a letter from the Administrator, with a Summary and Detailed Notice. The letter will request voluntary assistance by distributing the Notices to Class members, posting the Notice in a public place where Class members may view it, publishing the Notice in any newsletters they may publish, or posting a link to the settlement website on any website the organization may host.

Email messages will be sent to addresses of Aboriginal organizations with active websites, asking for assistance by posting a link to the settlement website at their site.

The appropriate Summary Notice and Detailed Notice will also be mailed during Phase I and Phase II to all federal and penal institutions where former residential school students may be located. A DVD containing all six language variations of the Television Notice will be distributed to the federal penitentiaries for viewing. Additionally, Summary Notices will be provided to Service Canada for distribution to all permanent service centers and temporary outreach offices.

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15. Aboriginal Television - APTN

def: The targeted television network in which notices will air.

Television is rated the number one source of information by 36% of Aboriginal people, higher than any other medium. APTN is the only national, Pan-Aboriginal media in Canada. According to APTN, it is available in nearly 100% of Aboriginal households on reserve, and 85% of Aboriginal households in the far North. Over half (56%) of APTN's programming is exclusive and cannot be seen on any other network.

Programming on APTN is available in a variety of languages:

- 60% English
- 15% French
- 25% in a variety of Aboriginal languages

The Notice will be produced as a 30-second unit for English programs, a 60-second unit for French programs (to accommodate the translation), and 30 or 60-second units for various Aboriginal language programs, depending on the length of the message after translation. The Notices will be developed using images along with a voice-over.

The schedule will include several dayparts to increase the Plan's ability to reach persons with different viewing habits. Programme selection will focus on the most popular programmes (News and Movies) and programmes targeting older segments of affected people, as well as Native Programmes which air in three different blocks each day. Sample programmes include:

Sample Aboriginal Programmes:	*Day/Time*	*Language*
Movies	*M-W-F-Sun, 9-11:00pm*	*English*
Movies	*M-W-F-Sun, 12-2:00am*	*English*
APTN National News	*M-F 1-1:30pm*	*English*
APTN National News	*M-F 7-7:30pm*	*English*
APTN National News: Contact	*Fri 7:30-8:30pm*	*English*
APTN Late News	*M-F 2:30-3:00am*	*English*
Notre Peuple	*TBD*	*French*
Nunavut Elders	*TBD*	*Inuktitut*
Labradorimiut	*TBD*	*Inuktitut*
Our Déné Elders	*TBD*	*Déné*
Maamuitaau	*TBD*	*Cree*
Nunavimiut	*TBD*	*Inuktitut*

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Dab Iyiuu *Innu Aitun*	*TBD* *TBD*	*Cree* *Innu*

- ***Phase I:***
  - Two-week schedule
  - Approximately 50 spots will air per week
  - Approximately 100 total spots
  - Spots will air in multiple languages: approximately 33x in French and Native languages.

- ***Phase II:***
  - Three-week schedule
  - Approximately 60 spots will air per week
  - Approximately 180 total spots
  - Spots will air in multiple languages: approximately 58x in French and Native languages.

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16. Aboriginal Radio

def: The targeted radio stations/networks in which notices will air.

Radio is also a medium that is heavily used by Aboriginal people. In fact, according to PMB data, Aboriginal people 25+ are 39% more likely to be heavy radio listeners, as compared to the general Canadian adult 25+ population.

Aboriginal radio will air throughout Canada with the purchase of 60-second units on at least 90 Aboriginal stations, as listed below.

The schedules will include English, French, and Native language Notices, as appropriate to each station or network.

- Phase I: Two-week schedule, with approximately 20 spots per station per week; approximately 40 spots total.
- Phase II: Three-week schedule, with approximately 20 spots per station per week; approximately 60 spots total.

Aboriginal Multimedia Society of Alberta ("AMMSA") - CFWE-FM.

- Covers entire province of Alberta, except Edmonton & Calgary; heaviest coverage is in rural areas.
- Broadcasts to approximately 150 communities throughout Canada via Anik E2 satellite.
- Format is Aboriginal and Country music.
- All programming is in English.

James Bay Cree Communications Society ("JBCCS") Network.

- Broadcasts to approximately nine communities in Northern Québec, primarily in Cree.
- Nine stations are included in the network.

Missinipi Broadcasting Corporation ("MBC") Network.

- Offers the largest adult listening audience of any radio station covering Northern Saskatchewan and an increasing number of communities in Southern Saskatchewan.
- Approximately 59 stations are included in the network.
- Has a potential audience of 47,000+ people in Prince Albert-Meadow Lake-La Ronge areas, and a known regular daily/weekly audience of 32,000+ across the rest of Northern Saskatchewan.

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- Broadcasts to more than 70 communities in Saskatchewan, including major urban centres.
- Listeners are multilingual — 64% speak Cree and English, 22% speak Déné and English, and 98% of all listeners speak English.
- Provides a minimum of ten hours of Cree programming and ten hours of Déné programming per week, and strives to integrate the languages into everything from special programmes, remote event coverage, contests, commercial content, and more.
- Programming includes news and community events, often in three languages.

Native Communications Inc. ("NCI") Network.

- Covers 98% of Manitoba Province, reaching more than 70 communities.
- Approximately 57 stations are included in the network.
- Programming includes Hot Country during day and prime hours, and Classic Country, Hip Hop, etc., on weekends.
- Programming is primarily in English; ad materials are accepted in English, Ojibwe (the number one Native language in Manitoba) and Cree.

Native Communications Society of the Western Northwest Territories (CKLB-FM):

- Broadcasts to 28 communities in the Northwest Territories.
- Format is Country and Aboriginal music.
- Programming includes regional news, community events, and special features, often in three languages (English and various Déné dialects).

Northern Native Broadcasting - Terrace (CFNR-FM):

- Broadcasts to 55 communities, of which approximately 35 are First Nations, in central and northern British Columbia, as well as parts of Yukon.
- Format is Classic Rock and Sports, including Native basketball, Vancouver Canucks, and BC Lions; in English.

Northern Native Broadcasting - Yukon (CHON-FM):

- Broadcasts to 25 communities in the Yukon, western Northwest Territories, and a small portion of northern British Columbia.
- Format is primarily Country with programmes that include other types of music, news, weather, and sports, as well as some Native language programmes, including Gwich'in.
- Almost all listeners speak English.

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OKalaKatiget Society (CKOK Radio).

- Broadcasts to seven communities on the north coast and the Lake Melville area of Labrador.
- Offers various programming, including news, stories from the elders, children's programmes, Inuktitut and English music, PSAs, church services, etc., in both English and Inuktitut.
- Promotes Inuit culture 20 hours per week.

Societé de Communications AtikamekwMontagnais ("SOCAM") Network.

- Broadcasts to 14 communities, of which 11 are Innu and three are Atikamekw, in central and northern Québec, as well as Labrador.
- Approximately 12 stations are included in the network.
- 85% of programming is in Native languages (primarily Innu and Atikamekw); 2nd language in Québec listening area is French, and in Labrador is English.

Taqramiut Nipingat Ltd. ("TNI").

- Broadcasts to all 14 Nunavik communities.
- Programming includes news, modern and traditional music, gospel and spiritual music, family issues, etc.
- Must provide Notice in English or French and Inuttitut.

Wawatay Native Communications Society Radio Network ("WRN").

- Broadcasts to 40 communities in Ontario.
- Provides various programming promoting Native culture and language.
- Almost all programming is in Oji-Cree and Coastal Cree, with a small amount in English.

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17. Aboriginal Publications

def: The targeted publications in which notices will appear.

The Aboriginal publications included in the Notice Plan are particularly geared to those affected. They provide local and regional news, including on Aboriginal issues, people, and events. Aboriginal people 25+ are 8% more likely to have read a community newspaper in the past seven days, as compared to the general Canadian 25+ population.

Coverage is throughout Canada and includes more than 630 First Nations; Métis settlements; Inuit communities; Friendship Centres; Aboriginal businesses, schools and organizations; as well as various government and health agencies.

Both the Phase I and Phase II Plans include a full page unit in approximately 36 publications. In bilingual publications, multiple Notices will appear, once in English or French and again in the primary Native language(s) used by the publication:

Publication	Coverage	Province/ Territory	Issuance	Freq.	Ad Language
Aboriginal Times	*National*		*bimonthly*	*1*	*English*
First Nation Voices	*National*		*2x/year*	*1*	*English*
First Perspective	*National*		*monthly*	*1*	*English*
Windspeaker	*National*		*monthly*	*1*	*English*
Windspeaker Business Quarterly	*National*		*monthly*	*1*	*English*
Native Journal	*National*		*monthly*	*1*	*English*
Alberta Native News	*Regional*	*Alberta*	*monthly*	*1*	*English*
Alberta Sweetgrass	*Regional*	*Alberta*	*monthly*	*1*	*English*
Ha-Shilth-Sa	*Regional*	*British Columbia*	*25x/year*	*1*	*English*
Kahtou News	*Regional*	*British Columbia*	*monthly*	*1*	*English*
Secwepemc News	*Regional*	*British Columbia*	*monthly*	*1*	*English*
Western Native News	*Regional*	*British Columbia, Yukon*	*monthly*	*1*	*English*

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First Nations Drum	*Regional*	*Eastern Canada*	*monthly*	*1*	*English*
Natotawin	*Regional*	*Manitoba*	*weekly*	*1*	*English*
The Drum	*Regional*	*Manitoba*	*monthly*	*1*	*English*
Whispering Pines	*Regional*	*Manitoba*	*Quarterly*	*1*	*English*
Deh Cho Drum	*Regional*	*Northwest Territories*	*weekly (Thur)*	*1*	*English*
Inuvik Drum	*Regional*	*Northwest Territories*	*weekly (Thurs)*	*1*	*English*
L'Aquilon	*Regional*	*Northwest Territories*	*weekly (Fri)*	*1*	*French*
Nunatsiaq News	*Regional*	*Northwest Territories, Nunavut, Québec*	*weekly (Fri)*	*2*	*English, Inuktitut, Innuinaqtun*
NWT News/North	*Regional*	*Northwest Territories*	*weekly (Mon)*	*1*	*English*
The Hay River Hub	*Regional*	*Northwest Territories*	*weekly (Wed)*	*1*	*English*
Tusaayaksat	*Regional*	*Northwest Territories*	*bimonthly*	*2*	*English & Siglit*
The Slave River Journal	*Regional*	*Northwest Territories, Alberta*	*weekly (Wed)*	*1*	*English*
Mi'kmaq-Maliseet Nations News	*Regional*	*Nova Scotia, New Brunswick, PEI, Newfoundland, NE Québec*	*monthly*	*1*	*English*
Kivalliq News	*Regional*	*Nunavut*	*weekly (Wed)*	*2*	*English & Inuktitut*
Nunavut News/North	*Regional*	*Nunavut*	*weekly (Mon)*	*2*	*English, Inuktitut & Innuinaqtun*
Turtle Island News	*National*	*Ontario*	*weekly (Wed)*	*1*	*English*
Anishinabek News	*Regional*	*Ontario*	*11x/year*	*1*	*English*
Tansi News	*Regional*	*Ontario*	*monthly*	*1*	*English*
Tekawennake	*Regional*	*Ontario*	*weekly (Wed)*	*1*	*English*
Wawatay News	*Regional*	*Ontario*	*biweekly*	*2*	*English & Oji-Cree*
Eastern Door	*Regional*	*Québec*	*weekly (Fri)*	*1*	*English*
The Nation	*Regional*	*Québec/Ontari*	*bimonthly*	*1*	*English*

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		o			
Saskatchewan Sage	*Regional*	*Saskatchewan*	*monthly*	*1*	*English*
Opportunity North	*Regional*	*Saskatchewan*	*bimonthly*	*1*	*English*
TOTAL				***41***	

Note: Actual publications are subject to change depending upon availability at the time of placement.

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18. Aboriginal Publications Circulation Data

def: Total number of copies distributed through all channels (subscription, newsstand, bulk).

The total circulation of the Aboriginal publications is estimated to be more than 400,000:

Publication	*Total Circulation*
Aboriginal Times	*100,000*
First Nations Drum	*35,000*
Windspeaker Business Quarterly	*30,000*
Windspeaker	*25,000*
Native Journal	*15,000*
The Drum	*15,000*
Turtle Island News	*15,000*
Alberta Native News	*14,000*
Kahtou News	*12,041*
First Perspective	*10,000*
Opportunity North	*10,000*
Western Native News	*10,000*
Anishinabek News	*10,000*
Tansi News	*10,000*
NWT News/North	*9,672*
Wawatay News	*9,300*
Alberta Sweetgrass	*7,000*
The Nation	*7,000*
Saskatchewan Sage	*7,000*
Secwepemc News	*6,500*
Nunavut News/North	*6,213*
Nunatsiaq News	*6,000*
First Nation Voices	*5,000*
Mi'kmaq-Maliseet Nations News	*5,000*
Ha-Shilth-Sa	*3,200*

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The Hay River Hub	*2,542*
Whispering Pines	*2,500*
Tekawennake	*2,500*
Eastern Door	*2,500*
Tusaayaksat	*1,700*
Kivalliq News	*1,643*
Deh Cho Drum	*1,532*
Inuvik Drum	*1,470*
The Slave River Journal	*1,384*
Natotawin	*1,000*
L'Aquilon	*1,000*
TOTAL	***402,697***

More readers than just those who purchase or otherwise receive circulated issues actually open and read a publication. Many secondary readers see the Notice away from home, for example: at a friend's house; at a doctor's office or health organization; at a Friendship Centre or other agency; passed around by co-workers at the place of employment; etc. Exposure in a different environment can increase attentiveness and response potential. It is also beneficial that readership tends to build over a period of time following the publication date. This is evidence that issues can be referred to at any time, thereby, providing readers with a longer, sustained opportunity to learn about the Notice.

Factoring in these additional readers, we estimate the total adult audience exposures to the Notices in these publications could be as much as 800,000 or more. However, because most of the circulation figures cited above are not independently audited and much of it is not "paid" circulation, we did not factor in pass-along readers or the full circulation figures in our reach calculations.

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19. Mainstream Newspapers

def: The mainstream newspapers in which notices will appear.

The mainstream newspapers included in the Phase I and Phase II Notice Plans will increase reach particularly among affected people who do not reside on reserves or within other Aboriginal communities/settlements.

The Phase I and Phase II Plan includes two insertions in 31 daily mainstream newspapers, as well as two insertions in four community newspapers with distribution in heavily concentrated Aboriginal areas, for a total of 70 insertions. The daily newspapers selected circulate in the top 19 Aboriginal population CMAs/CAs, where approximately 45% of Canada's Aboriginal population residing outside of a reserve or Aboriginal community/settlement is located, plus two Québec CMA papers. An approximate 1/3 page Summary Notice will be placed in the broadsheet newspapers and an approximate 3/4 page in the tabloid newspapers.

Newspaper	City/Area	Province	Freq.
Calgary Herald	*Calgary*	*Alberta*	*2*
Calgary Sun	*Calgary*	*Alberta*	*2*
Edmonton Journal	*Edmonton*	*Alberta*	*2*
Edmonton Sun	*Edmonton*	*Alberta*	*2*
Kamloops Daily News	*Kamloops*	*British Columbia*	*2*
Prince George Citizen	*Prince George*	*British Columbia*	*2*
Vancouver Province	*Vancouver*	*British Columbia*	*2*
Vancouver Sun	*Vancouver*	*British Columbia*	*2*
Victoria Times Colonist	*Victoria*	*British Columbia*	*2*
Winnipeg Free Press	*Winnipeg*	*Manitoba*	*2*
Winnipeg Sun	*Winnipeg*	*Manitoba*	*2*
Ottawa Le Droit	*Ottawa*	*Onario*	*2*
Sudbury Star	*Greater Sudbury*	*Ontario*	*2*
Hamilton Spectator	*Hamilton*	*Ontario*	*2*
London Free Press	*London*	*Ontario*	*2*
Ottawa Citizen	*Ottawa*	*Ontario*	*2*
Ottawa Sun	*Ottawa*	*Ontario*	*2*
Sault Ste Marie Star	*Sault Ste. Marie*	*Ontario*	*2*
Thunder Bay Chronicle-Journal	*Thunder Bay*	*Ontario*	*2*
The Globe and Mail	*Toronto*	*Ontario*	*2*
The National Post	*Toronto*	*Ontario*	*2*
Toronto Star	*Toronto*	*Ontario*	*2*
Toronto Sun	*Toronto*	*Ontario*	*2*

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La Presse	*Montreal*	*Québec*	*2*
Le Journal de Montreal	*Montreal*	*Québec*	*2*
The Montreal Gazette	*Montreal*	*Québec*	*2*
Le Journal de Québec	*Québec*	*Québec*	*2*
Le Soleil	*Québec*	*Québec*	*2*
Prince Albert Daily Herald	*Prince Albert*	*Saskatchewan*	*2*
Regina Leader-Post	*Regina*	*Saskatchewan*	*2*
Saskatoon Star Phoenix	*Saskatoon*	*Saskatchewan*	*2*
Klondike Sun	*Dawson City*	*Yukon*	*2*
L'Aurore Boreale	*Whitehorse*	*Yukon*	*2*
Whitehorse Star	*Whitehorse*	*Yukon*	*2*
Yukon News	*Whitehorse*	*Yukon*	*2*
TOTAL			***70***

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20. Mainstream Newspapers Circulation Data

def: Total number of copies sold through all channels (subscription, newsstand, bulk).

The total circulation of the mainstream newspapers is more than four million. Factoring in the additional readers per copy as measured by PMB and the two insertions in each paper, we have determined the total adult exposures could be as much as 20 million or more.

Newspaper	*Circulation*
Toronto Star	*644,280*
The Globe and Mail	*395,516*
Toronto Sun	*341,626*
Le Journal de Montreal	*319,201*
La Presse (Montreal)	*268,651*
The National Post	*268,739*
Vancouver Sun	*218,880*
Vancouver Province	*181,304*
Winnipeg Free Press	*164,106*
Ottawa Citizen	*156,657*
The Montreal Gazette	*153,016*
Edmonton Journal	*143,312*
Calgary Herald	*140,728*
Le Journal de Québec	*122,109*
Hamilton Spectator	*115,302*
Le Soleil (Québec)	*113,400*
London Free Press	*104,285*
Edmonton Sun	*95,826*
Calgary Sun	*91,219*
Victoria Times Colonist	*78,451*
Saskatoon Star Phoenix	*60,499*
Regina Leader-Post	*55,218*
Ottawa Sun	*52,544*

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Winnipeg Sun	*52,197*
Ottawa Le Droit	*39,100*
Thunder Bay Chronicle-Journal	*31,224*
Sault Ste Marie Star	*18,957*
Sudbury Star	*18,710*
Prince George Citizen	*15,489*
Kamloops Daily News	*12,651*
Yukon News	*8,100*
Prince Albert Daily Herald	*7,377*
Whitehorse Star	*4,303*
L'Aurore Boreale	*1,000*
Klondike Sun	*750*
TOTAL	***4,494,727***

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21. Notice Positioning

def: Inserting notices in spots within the media that will help gain affected people's attention.

All notice placements in publications are not equal. Extra care can and will be taken to place the Notice in certain locations within each publication that give the best opportunity for high readership.

Positioning notice placements in the main news section will help ensure that over the course of the media schedule the greatest practicable number of affected people will see the Notice.

Regardless of positioning, the Notices are designed to be highly visible and noticeable. In Aboriginal publications, the Notices will appear as full page units. In mainstream newspapers, the Notices will generally appear as a 3/4 page unit in tabloids and 1/3 page units in broadsheet newspapers. Such page dominant units will enhance reader attention and comprehension.

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22. Mainstream Television – Phase II

def: The television networks in which notices will air.

Mainstream television is a high reach medium providing exposure to affected people regardless of where they reside (i.e, within an Aboriginal community, a rural area, or an urban area). According to PMB data, Aboriginal people 25+ are 66% more likely to be heavy television viewers, as compared to the general Canadian 25+ population.

Networks considered include:

- CBC (English)
- CTV (English)
- Global Television (English)
- Radio-Canada (French CBC)
- TVA (French)
- Cable networks with high reach among Aboriginal people (e.g., Discovery Channel)

30-second units in English and 60-second units (longer length to accommodate translations) in French will appear on a variety of programmes and dayparts, with an emphasis placed on programmes targeting older former students. Approximately 100 Adult 25+ GRPs (gross rating points) will be sought per week over three weeks on the English networks and 50 Adult 25+ GRPs will be sought per week over three weeks on the French networks.

The following provides an example of a television daypart mix:

Daypart	***English A25+ GRPs***	***English GRP Allocation***	***French A25+ GRPs***	***French GRP Allocation***
Day	*60*	*20%*	*30*	*20%*
Early News	*60*	*20%*	*30*	*20%*
Prime	*120*	*40%*	*60*	*40%*
Late Fringe	*30*	*10%*	*15*	*10%*
Cable	*30*	*10%*	*15*	*10%*
3-Week Total	***300***	***100%***	***150***	***100%***

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23. Informational News Release

def: Seeking non-paid (and other) exposure of court-approved notice information mainly by way of news articles.

Earned media activities (i.e., efforts to present a fair and neutral statement of the notice effort via an informational press release, not via paid advertising) will provide an important role and help get the word out through credible news sources about these important matters (the hearings schedule and, later, the opt-out process and time frame). Earned media efforts may also generate electronic media coverage.

During each Phase, a party-neutral, Court-approved informational news release will be issued to over 390 press outlets throughout Canada. A news release serves a potentially valuable role, providing additional notice exposure beyond that which will be provided through paid media. There is no guarantee that any news stories will result, but if they do, affected people will have additional opportunities to learn that their rights are at stake in credible news media, adding to their understanding.

In Phase II, the informational news release will be issued within one week of approval (or one week from the lift of the stay, whichever comes later) to kick-off the program. Currently this day is anticipated to be March 22, 2007. If possible, other press releases about the launch of Phase II that the various parties may seek to issue should be issued on that date or later, to maximize news interest in the launch of Phase II, on a date when produced Court-approved notices are ready at the website or available through the call centre.

A partial listing of the press outlets that will receive the informational news release is attached in **Schedule 3.**

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24. Internet Activities

def: Delivery of notice via Internet and on-line services.

The use of the Internet is increasing among Aboriginal people and access to the Internet is increasing in Aboriginal communities that were previously unable to connect. According to PMB, Aboriginal people 12 years of age and older ("12+") are 7% more likely to be heavy Internet users, as compared to the general Canadian 12+ population. Additionally, over half (53.8%) of Aboriginal people 12+ accessed the Internet/World Wide Web in the past month.[21] We recognize the fact that the older segment of the Aboriginal population is likely not using the Internet as much as the younger segment. However, heavy Internet usage among the Aboriginal population is likely due to the fact that the Aboriginal population is younger in comparison to the general Canadian population and Internet usage is impacted by age. Regardless, it would be impracticable not to include an informational website in the programme.

On-line media tactics include:

- A neutral and informational website where affected people can obtain additional information about the proposed settlement, key dates, and key documents. The website will appear in English, French, and Inuktitut.

- A contact page allowing questions or comments from affected people to the administrator and allowing organizations to request notice materials for distribution to members of their communities.

- During Phase I, Class members can submit objections to the administrator through the website.

- During Phase II, the ability for affected people to register to receive a claim form in the mail when it is ready; and the ability to download an Opt Out Form.

- A website address prominently displayed in all notice materials.

- An easy to remember domain, such as www.residentialschoolsettlement.ca. The same name with an "s" on schools has been acquired and pointed to this site as added protection, and the .com versions have also been pointed to the site

[21] PMB Internet usage data for Aboriginal people 25+ was not utilized because data projected was relatively unstable due to a small base.

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for further assurance that people will not miss the site if they don't write it down or type it correctly.

- Registering keywords with major search engines, e.g., Yahoo!, WebCrawler, AltaVista, in order to help the site appear at or near the top of search lists for many key words.

- Links will be sought on key websites, including Aboriginal organization sites, appropriate government sites, etc.

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25. Community Outreach

def: In-person distribution of notice in the communities.

During Phase II, the Notice Plan will dovetail with grass-roots community outreach efforts that will be undertaken to provide the critical element of in-person distribution of Opt Out Notices to as many former students and families of former students as reasonably possible. These grass-root efforts, to be designed and undertaken chiefly by the AFN and various Inuit organizations, and possibly others, will provide additional notice exposure beyond that which will be provided through mailings and paid measurable media, and will allow for face-to-face explanations of the notices and answers to basic questions regarding the Settlement and Class members' rights and options.

The community outreach plans should include training to educate managers and on-the-ground agents of their responsibilities and role in disseminating the notices, including assuring that they clearly understand the settlement and the content of the notices.

Hilsoft Notifications will coordinate with the Government and organizations/individuals authorized to implement the community outreach programs (the "implementers"), to ensure that the programs will 1) effectively support and synchronize with this Notice Plan, and 2) provide quantitative data on Notice distribution that can be used in conjunction with our final report on the overall adequacy of notice. Specifically:

- The implementers should quantify and report on the number of notices distributed. The evaluation of the success of the community outreach for purposes of helping achieve the courts' notice plan requirements should be the net percentage of former students who receive notice through the community outreach efforts.

- All statistics reported by the implementers should distinguish, to the greatest extent possible, between former students and family members of former students.

- Implementers should track and record attendance and be sure each attendee receives a notice package.

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- Implementers should arrange "group" community meetings whenever possible, so that visits to each community are most efficient, and the ability to cover more communities is thereby possible.

- Efforts should be geographically balanced. The outreach should be designed to be fair and not provide special treatment, for example, to those living in larger clusters.

- Hilsoft Notifications should personally attend initial training "kick off" meeting(s) with regional/provincial/territorial leaders ("field managers") of the outreach efforts, to help present and explain the information in the Notices to them.

- Common questions received in the communities should be logged and reported regularly to the response handling administrator, through the lawyers, so the administrator can be attuned to them and can develop consistent answers. A designee of the administrator should be a contact point for the field managers who receive questions they do not know how to answer, so that the administrator can provide direction on how those questions are being treated at the call center. The administrator should, in turn, maintain and circulate to field managers "answers to common questions" scripts it has cleared with the lawyers, to cover anything that comes up at the call centre that requires information beyond which is handled in the Summary or Detailed Notice.

- The "agents" of the outreach programs should specifically instruct Class members that they are not able to accept Opt Out Forms directly. Opt Out Forms should be sent by Class members only directly to the administrator's opt-out mailing address.

- Prior to the community outreach launch, the implementers should specify the quantities, by language, of Summary Notices, Detailed Notices, and Opt Out Forms that they will need so that they can be fulfilled by the administrator during the initial printing process and shipped to the requested locations. Language options for these documents include: English, French, and Inuktitut.

- Implementers do not need to track participation rates (i.e., claim form requests) or opt-out statistics. This data will be tracked by the notice administrator from the forms it will receive.

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- Advertising and public service messages about the Settlement and Class members' options should not be part of the community outreach programs, as the Court-approved notices will be widely disseminated in virtually all local and national Aboriginal media and a wide array of general media (including mainstream television), thus any chance of conflicting messages will be avoided.

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26. Notice Design Strategy

The Notices will be written and designed in such a manner as to motivate affected people to read and understand the message. The Notices carry a clear message outlining affected people's rights, in clear, concise plain language.

The design and content features are consistent with notices that have been approved by numerous courts, including Canadian courts.

The content and design features are consistent with the highest standards for the communication of legal rights to Class members around the world. They are consistent with the standards embodied in the illustrative "model" notices we wrote and designed for the U.S. Federal Judicial Center, at the request of the Advisory Committee on Civil Rules of the Judicial Conference of the United States, and which are posted at www.fjc.gov. Mr. Hilsee has testified to these standards as applicable across national boundaries and including before Canadian Courts. Indeed, Canadian Courts have recognized the importance of simple, clear, and well designed communications via notices.

- ***Bold headlines capture attention.*** The Notice headlines immediately alert even casual readers who may be included in the settlement that they should read the Notice and why it is important. The residential schools will be a recognizable reference to affected people, and the healing message will help readers engage with the Notices, and allows the Courts to communicate with affected people with a sensitive and respectful approach.

- ***Notice Size.*** The Notices will appear as full pages in Aboriginal publications, approximately 1/3 pages in mainstream broadsheet newspapers, and approximately 3/4 pages in tabloid sized mainstream newspapers. These page dominant sizes will allow the importance of the message to be obvious, and will ensure the Notices are noticed by even casual readers.

- ***Visual Approach TV and Print Media.*** The culturally relevant images of the Eagle feather, a symbol for healing, and that of a Qulliq being lit, which symbolizes light and the warmth of family and community, serve as interesting graphics for pure advertising utility, help set the Notices apart from other ads, and, even more importantly, set a respectful and sensitive

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tone for readers and viewers to approach Notices dealing with a difficult topic.

- ***Plain Language.*** Each of the Notices concisely and clearly state the information in plain, easily understandable language so that affected people can comprehend the Notices effectively.

- ***Notice design alerts readers as to legal significance, lending credibility.*** The Notice design ensures that readers know that the communication carries legitimate, important information about what action or steps they can take, and that it is not commercial advertising attempting to sell them something.

- ***Comprehensive.*** The comprehensive Summary Notice explains all critical information about affected people's rights. No key information is omitted. Those who choose to read only the Summary Notice will have done so with substantial knowledge about their rights and options. The Detailed Notice, which will be mailed and easily available to those who request it, will provide more information, but remains concise and clear, and thereby easy to interact with and read. The use of the Summary Notice for mailing is based on the readership advantages known to be derived from providing simple, clear and concise notices, consistent with the highest modern standards for notices, together with communications experience identifying that such messages are better read and attended to.

- ***Prominent website and 800 number.*** The Notice invites response by providing simple, convenient mechanisms for affected people to obtain additional information, if desired. The 800 number offers a connection to a government emotional support line.

- ***French/Aboriginal Translation.*** Notice materials will be translated to appropriate languages for placement in media, carrying plain language goals through these other languages as well.

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27. Draft Forms of Notice

Schedule 2 of this Notice Plan contains draft forms of all Phase II Notices:

- Letters that will be sent to individuals known to be affected, and their lawyers, together with attached Notices, as well as to organizations asking for their assistance in distributing the Notices.

- The Outside Mailing Envelope showing how design and content will carefully ensure that recipients understand its relevance and importance.

- The Summary Notice as it will appear in mainstream newspapers and Aboriginal publications, and mailed to individuals known to be affected.

- The Detailed Notice that will appear on the website and be mailed to individuals known to be affected as well as those who request it pursuant to viewing a Summary Notice.

- The 30-second English television script that will be produced and distributed to APTN, as well as the mainstream television networks. (It will be produced as a 60-second unit in French, owing to expansion of length when translating into French; and as a 30 or 60-second unit in various Aboriginals languages, depending on the language and length of translated text.)

- The 30 and 60-second radio scripts that will be produced and distributed to Aboriginal radio stations and networks.

- The neutral Informational News Release that will be issued to news outlets throughout Canada, and to organizations and other third parties.

- The website page where affected people can obtain additional information and documents about the settlement, including the settlement agreement, a Detailed Notice, an Opt Out Form, and request a claim form when available, and other information, on the internet at ***www.residentialschoolsettlement.ca***

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Schedule 1

Hilsoft Notifications

Philadelphia Area Office: 123 East Broad Street, Souderton, PA 18964, (215) 721-2120, (215) 721-6886 fax

Leading expert firm for large-scale notice plan design, implementation, and analysis, for claims processes, class actions and mass tort bankruptcies ❖ 1st notice expert recognized in the U.S. in published decisions, and 1st in Canada in published decisions ❖ Brought media audience data to courts to quantify "reach" among class members—now the cornerstone for notice adequacy determinations ❖ Only notice expert to testify to Advisory Committee on Rule 23's plain language req. ❖ Asked to write and design the 'model' notices for the FJC, available at www.fjc.gov ❖ More live testimony than any other expert ❖ Court-approved notice plans withstood challenge to U.S. Supreme Court ❖ 65+ favorable judicial comments–0 unfavorable ❖ Only firm with testifying media experts qualified to perform reach calculations ❖ Numerous critiques of opposing expert inconsistencies ❖ $200 million+ in media placement experience ❖ More than 25 published articles including in law reviews ❖ Leading notice and due process speaker ❖ More than 215 cases with notices appearing in 209 countries and 52 different languages ❖ 25 MDL cases ❖ Equal work for defendants and plaintiffs ❖ Case examples include (also see www.hilsoft.com):

- Most comprehensive notice ever in a securities class action for the $1.1 billion settlement of ***In re Royal Ahold Securities and ERISA Litigation.*** Hilsee received court recognition upon settlement approval.
- Largest and most complex class action in Canadian history. Designed/implemented groundbreaking notice to disparate, remote aboriginal people in the multi-billion dollar ***In re Residential Schools Litigation.***
- Largest race-based pricing case with national settlement notice to 25 million policyholders in ***Thompson v. Metropolitan Life Ins. Co.*****,** 216 F.R.D. 55, 62-68 (S.D. N.Y. 2003).
- Most complex notice program in history by providing worldwide notice in the $1.25 billion settlement of ***In re Holocaust Victims Assets,*** **"Swiss Banks,"** No. CV-96-4849 (E.D.N.Y.). Designed/implemented all U.S. and international media notice with 500+ publications in 40 countries and 27 languages.
- The largest U.S. claims process ever. Designed/implemented multi-media notice campaign for the **U.S. Dept. of Agriculture's** $10 billion tobacco growers' transition payment program.
- National settlement notice to 40 million people in ***Scott v. Blockbuster,*** No. D 162-535 (Tex., 136th Jud. Dist.). Withstood collateral review, *Peters v. Blockbuster* 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001).
- Multi-national claims bar date notice ***In re The Babcock & Wilcox Co.***, No. 00-10992 (E.D. La.) to asbestos personal injury claimants. Opposing notice expert's reach methodology challenge rejected by court.
- National publication notice in ***Avery v. State Farm*****,** No. 97-L-114 (Cir. Ct. Ill.) withstood challenges to Illinois Supreme Court and U.S. Supreme Court, and re-affirmed in *Avery v. State Farm*, 321 Ill. App. 3d 269 (5th Dist. 2001). Notice program untouched when Illinois Supreme Court decertified Class.
- National settlement notice ***In re Synthroid Marketing Litig.***, MDL 1182 (N.D. Ill.). Notice withstood appellate challenge, 264 F.3d 712, 716 (C.A.7 (Ill.), 2001).
- Scrutinized opposing notice expert opinion in ***Parsons/Currie v. McDonalds*** resulting in widely reported published decision, 2004 WL 40841 para. 49-58 (Ont. S.C.J. 2004); upheld on appeal ***Currie v. McDonald's Rests. of Canada Ltd.,*** 2005 CanLII 3360 (ON C.A.).
- ***In re Dow Corning Corp.,*** No. 95-20512-11-AJS (Bankr. E.D. Mich.). Designed global breast implant media plans (U.S. and foreign), ensuring that millions of additional women received effective notice of the bar date.
- Notice expertise cited in ***Cox v. Shell Oil***, 1995 WL 775363, at *6 (Tenn. Ch. 1995). Notice evidence cited when collateral attack rejected, *Hospitality Mgmt. Assoc., Inc. v. Shell Oil* Co., 591 S.E.2d 611, 621 (S.C., 2004).
- National settlement notice, ***Williams v. Weyerhaeuser Co.***, No. 995787, "Hardboard Siding Litigation" (Cal. Super. Ct.). Notice withstood appellate challenge, 2002 WL 373578, at 10 (Cal. App. 1 Dist.).

EXPERTS ON STAFF

Todd B. Hilsee, President ~ Mr. Hilsee was the first to be recognized in the U.S. and Canada as an expert on the design and adequacy of notice, as a result of his work on ***In re Domestic Air Transp. Litig*****., 141 F.R.D. 534 (N.D. Ga., 1992)**, the first of many decisions citing his pioneering use of media audience data to quantify the "net reach" of unknown class members. A leading advocate of "noticeable" notices, he was the only notice expert invited to testify before the Advisory Committee on amendments to Fed. R. Civ. Proc. 23, and subsequently collaborated to write and design the illustrative "model" plain language notices for the Federal Judicial Center, available at www.fjc.gov. Todd has authored numerous articles on notice and due process including law review and journal articles, e.g., the *Georgetown Journal of Legal Ethics*, and the *Tulane Law Review*. His due process and notice educational materials have been utilized at law schools including: Harvard, Columbia, New York University, Temple and Cleveland-Marshall. As a communications professional, he spent the majority of his

advertising career with Foote, Cone & Belding, the largest U.S. domestic advertising firm, where he was awarded the American Marketing Association's award for effectiveness. He received his B.S. in Marketing from the Pennsylvania State University. Todd can be reached at hilsee@hilsoft.com.

Barbara A. Coyle, Executive Vice President ~ With 24 years of media advertising experience, Ms. Coyle specializes in complex media planning and is the leading expert in media efforts requiring global or foreign notification dissemination among highly targeted, hard-to-reach audiences, and, when necessary, broadcast media. From finding displaced holocaust survivors throughout the world to locating Aboriginal media vehicles in remote areas of Canada, from reaching minority tobacco farmers in hundreds of rural counties to prompting responses from securities class members globally, she has overcome challenges which attest to her expertise. Her hallmark negotiations in both print and broadcast media have dramatically extended media budgets, affording effective, defensible reach. She is a Cum Laude graduate of Temple University, with a B.A. in Journalism, where she also received the Carlisle Award for Journalism. Barbara can be reached at bcoyle@hilsoft.com.

Gina M. Intrepido, Vice President, Media Director ~ Ms. Intrepido is the leading reach and frequency expert in the notifications field. She hails from "Madison Avenue's" BBDO Worldwide advertising agency, where she devised sophisticated media plans for major accounts such as Gillette, GE, DuPont and HBO. With over 14 years of experience in media research, planning, and buying, she has designed scores of judicially approved notice plans. Her plans include meticulous analyses and bullet-proof validation of effective reach to demographically diverse groups such as displaced Hurricane Katrina victims, homeless people, crawfish farmers, and millions of consumers, including computer purchasers, video renters and prescription drug users. Combined with intense negotiating, she crafts media programs that outperform and cost less than typical plans. Her notice plan critiques have caused other experts to revise their plans to better meet due process obligations. She has also authored articles on effective class reach, notice dissemination, and CAFA issues. She holds a B.A. in Advertising from Penn State University, graduating Summa Cum Laude. Gina can be reached at gintrepido@hilsoft.com.

Shannon R. Wheatman Ph.D., Vice President, Notice Director ~ Dr. Wheatman joined Hilsoft Notifications after serving in the Research Division of the Federal Judicial Center in Washington, DC, where she worked with the Civil Rules Advisory Committee on class action studies and was instrumental in the development of model notices to satisfy the plain language notice amendment to Rule 23. Her research and notice expertise is further grounded in her education, including her doctorate dissertation: *The effects of plain language drafting on layperson's comprehension of class action notices*. At Hilsoft, she has composed dozens of court-approved notices, tackling the challenges of communicating complex legal content to distinct psychographic groups, ranging from rural, low income homeowners to affluent foreign stock investors, as well as broad sweeps of the U.S. population. She has authored numerous articles on class actions and other legal issues. Her Ph.D. in Social Psychology is from the University of Georgia; she also holds a Masters in Legal Studies from the University of Nebraska-Lincoln. Shannon can be reached at swheatman@hilsoft.com.

Carla A. Peak, Notice Manager ~ Ms. Peak oversees creation, production, and appearance of all manner and form of Hilsoft Notifications' notices. She has successfully implemented notice in more than 35 languages involving thousands of media placements and millions of mailings in both national and international markets. She focuses on delivering the highest quality standards of notice production, as well as research into the effectiveness of notification efforts, and ensuring that expert reports are fully and accurately documented. Her consumer notification experience includes high profile notifications worldwide. She is a Cum Laude graduate of Temple University, with a B.A. in Sociology. Carla can be reached at cpeak@hilsoft.com.

JUDICIAL COMMENTS

Judge Lee Rosenthal, *Advisory Committee on Civil Rules of the Judicial Conference of the United States* (Jan. 22, 2002), addressing Mr. Hilsee in a public hearing on proposed changes to Rule 23:

> *I want to tell you how much we collectively appreciate your working with the Federal Judicial Center to improve the quality of the model notices that they're developing. That's a tremendous contribution and we appreciate that very much…You raised three points that are criteria for good noticing, and I was interested in your thoughts on how the rule itself that we've proposed could better support the creation of those or the insistence on those kinds of notices . . .*

Judge Marvin Shoob, *In re Domestic Air Transp. Antitrust Litig.,* 141 F.R.D. 534, 548 (N.D. Ga. 1992):

> *The Court finds Mr. Hilsee's testimony to be credible. Mr. Hilsee's experience is in the advertising industry. It is his job to determine the best way to reach the most people. Mr. Hilsee*

answered all questions in a forthright and clear manner. Mr. Hilsee performed additional research prior to the evidentiary hearing in response to certain questions that were put to him by defendants at his deposition . . . The Court believes that Mr. Hilsee further enhanced his credibility when he deferred responding to the defendant's deposition questions at a time when he did not have the responsive data available and instead utilized the research facilities normally used in his industry to provide the requested information.

Mr. Justice Cumming, *Wilson v. Servier,* (Sept. 13, 2000) No. 98-CV-158832, "National Fen/Phen Litigation" (Ont. S.C.J):

[A] class-notification expert, Mr. Todd Hilsee, to provide advice and to design an appropriate class action notice plan for this proceeding. Mr. Hilsee's credentials and expertise are impressive. The defendants accepted him as an expert witness. Mr. Hilsee provided evidence through an extensive report by way of affidavit, upon which he had been cross-examined. His report meets the criteria for admissibility as expert evidence. R. v. Lavallee, [1990] 1 S.C.R. 852.

Judge Elaine E. Bucklo, *Carnegie v. Household International*, (Aug. 28, 2006) No. 98 C 2178 (D. Ct. Ill.):

Class members received notice of the proposed settlement pursuant to an extensive notice program designed and implemented by Todd B. Hilsee, of Hilsoft Notifications. Mr. Hilsee has worked with the Federal Judicial Center to improve the quality of class notice. His work has been praised by numerous federal and state judges.

Judge Eldon E. Fallon, *Turner v. Murphy, USA, Inc.,* 2007 WL 283431, at *6 (E.D. La.):

Mr. Hilsee is a highly regarded expert in class action notice who has extensive experience designing and executing notice programs that have been approved by courts across the country. Furthermore, he has handled notice plans in class action cases affected by Hurricanes Katrina, Rita, and Wilma, see In re High Sulfur Content Gasoline Products Liability Litigation, MDL 1632, p. 15-16 (E.D. La. Sept. 6, 2006) (Findings of Fact and Conclusions of Law in Support of Final Approval of Class Settlement), and has recently published an article on this very subject, see Todd B. Hilsee, Gina M. Intrepido, & Shannon R. Wheatman, Hurricanes, Mobility, and Due Process: The "Desire to Inform" Requirement for Effective Class Notice is Highlighted by Katrina, 80 Tul. L.Rev. 1771 (2006) (detailing obstacles and solutions to providing effective notice after Hurricane Katrina).

Judge William A. Mayhew, ***Nature Guard Cement Roofing Shingles Cases***., (June 29, 2006) J.C.C.P. No. 4215 (Cal. Super. Ct.):

The method for dissemination of notice proposed by class counsel and described by the Declaration of Todd Hilsee of Hilsoft Notifications which is attached hereto as Exhibit A, constitute the fairest and best notice practicable under the circumstances of this case, comply with the applicable California Rules of Court, and satisfy due process;

Judge Sarah S. Vance, *In re Educ. Testing Serv. PLT 7-12 Test Scoring Litig.,* 447 F.Supp.2d 612, 617 (E.D. La. 2006):

At the fairness hearing, the Court received testimony from the Notice Administrator, Todd Hilsee, who described the forms and procedure used to notify class members of the proposed settlement and their rights with respect to it . . . The Court is satisfied that notice to the class fully complied with the requirements of Rule 23.

Judge Douglas L. Combs, *Morris v. Liberty Mutual Fire Ins. Co.,* (Feb. 22, 2005), No. CJ-03-714 (D. Okla.):

I want the record also to demonstrate that with regard to notice, although my experience – this Court's experience in class actions is much less than the experience of not only counsel for the plaintiffs, counsel for the defendant, but also the expert witness, Mr. Hilsee, I am very impressed that the notice was able to reach – be delivered to 97 ½ percent members of the class. That, to me, is admirable. And I'm also – at the time that this was initially entered, I was concerned about

the ability of notice to be understood by a common, nonlawyer person, when we talk about legalese in a court setting. In this particular notice, not only the summary notice but even the long form of the notice were easily understandable, for somebody who could read the English language, to tell them whether or not they had the opportunity to file a claim.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litig.,* (Jan. 6, 2006) MDL-1539 (D. Md.):

I think it's remarkable, as I indicated briefly before, given the breadth and scope of the proposed Class, the global nature of the Class, frankly, that again, at least on a preliminary basis, and I will be getting a final report on this, that the Notice Plan that has been proposed seems very well, very well suited, both in terms of its plain language and in terms of its international reach, to do what I hope will be a very thorough and broad-ranging job of reaching as many of the shareholders, whether individual or institutional, as possibly can be done to participate in what I also preliminarily believe to be a fair, adequate and reasonable settlement.

Judge John Speroni, *Avery v. State Farm,* (Feb. 25, 1998) No. 97-L-114, "Auto Parts Litigation" (Ill. Cir. Ct. Williamson Co.) (Withstood challenge to Illinois Supreme Court, and the United States Supreme Court denied certiorari on issues including the notice issues):

[T]his Court having carefully considered all of the submissions, and reviewed their basis, finds Mr. Hilsee's testimony to be credible. Mr. Hilsee carefully and conservatively testified to the reach of the Plaintiffs' proposed Notice Plan, supporting the reach numbers with verifiable data on publication readership, demographics and the effect that overlap of published notice would have on the reach figure . . . This Court's opinion as to Mr. Hilsee's credibility, and the scientific basis of his opinions is bolstered by the findings of other judges that Mr. Hilsee's testimony is credible.

Judge Joseph R. Goodwin, *In re Serzone Products Liability Litig.,* 231 F.R.D. 221, 231 (S.D. W. Va. 2005):

The Notice Plan was drafted by Hilsoft Notifications, a Pennsylvania firm specializing in designing, developing, analyzing and implementing large-scale, unbiased legal notification plans. Hilsoft has disseminated class action notices in more than 150 cases, and it designed the model notices currently displayed on the Federal Judicial Center's website as a template for others to follow...To enhance consumer exposure, Hilsoft studied the demographics and readership of publications among adults who used a prescription drug for depression in the last twelve months. Consequently, Hilsoft chose to utilize media particularly targeting women due to their greater incidence of depression and heavy usage of the medication.

Judge Michael Maloan, *Cox v. Shell Oil,* "Polybutylene Pipe Litigation", 1995 WL 775363, at *6, (Tenn. Ch. Ct.):

Cox Class Counsel and the notice providers worked with Todd B. Hilsee, an experienced class action notice consultant, to design a class notice program of unprecedented reach, scope, and effectiveness. Mr. Hilsee was accepted by the Court as a qualified class notice expert . . . He testified at the Fairness Hearing, and his affidavit was also considered by the Court, as to the operation and outcome of this program.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.,* (Oct. 30, 2001) No. MID-L-8839-00 MT (N.J. Super. Ct. Middlesex Co.):

The parties have crafted a notice program which satisfies due process requirements without reliance on an unreasonably burdensome direct notification process. The parties have retained Todd Hilsee, president of Hilsoft Notification, who has extensive experience designing similar notice programs…The form of the notice is reasonably calculated to apprise class members of their rights. The notice program is specifically designed to reach a substantial percentage of the putative settlement class members.

Currie v. McDonald's Rests. of Canada Ltd., 2005 CanLll 3360 (ON C.A.):

The respondents rely upon the evidence of Todd Hilsee, an individual with experience in developing notice programs for class actions. In Hilsee's opinion, the notice to Canadian

members of the plaintiff class in Boland was inadequate . . . In response to Hilsee's evidence, the appellants filed the affidavit of Wayne Pines, who prepared the Boland notice plan . . . I am satisfied that it would be substantially unjust to find that the Canadian members of the putative class in Boland had received adequate notice of the proceedings and of their right to opt out . . . I am not persuaded that we should interfere with the motion judge's findings . . . The right to opt out must be made clear and plain to the non-resident class members and I see no basis upon which to disagree with the motion judge's assessment of the notice. Nor would I interfere with the motion judge's finding that the mode of the notice was inadequate.

Judge Jerome E. Lebarre, *Harp v. Qwest Commc'ns,* "Arbitration Litigation", (June 21, 2002) No. 0110-10986, (Ore. Cir. Ct. Multnomah Co.):

So, this agreement is not calculated to communicate to plaintiffs any offer. And in this regard I accept the expert testimony conclusions of Mr. Todd Hilsee. Plaintiffs submitted an expert affidavit of Mr. Hilsee dated May 23 of this year, and Mr. Hilsee opines that the User Guide was deceptive and that there were many alternatives available to clearly communicate these matters….

Judge Dewey C. Whitenton, *Ervin v. Movie Gallery, Inc.,* (Nov. 22, 2002) No. 13007 (Tenn. Ch.):

Based on the evidence submitted and based on the opinions of Todd Hilsee, a well-recognized expert on the distribution of class notices . . . MGA and class counsel have taken substantial and extraordinary efforts to ensure that as many class members as practicable received notice about the settlement. As demonstrated by the affidavit of Todd Hilsee, the effectiveness of the notice campaign and the very high level of penetration to the settlement class were truly remarkable . . . The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.

Judge Joe E. Griffin, *Beasley v. Prudential General Insurance Company,* (June 13, 2006) No. CV-2005-58-1 (Cir. Ct. Ark.):

Additionally, the Court was provided with expert testimony from Todd Hilsee at the Settlement Approval Hearing concerning the adequacy of the notice program. Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Individual Notice and the Publication Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminarily Approval Order, was the best notice practicable under the circumstances . . . and the requirements of due process under the Arkansas and United States Constitutions.

Judge Fred Biery, *McManus v. Fleetwood Enter., Inc*., (Sept. 30, 2003) No. SA-99-CA-464-FB, (W.D. Tex.):

Based upon the uncontroverted showing Class Counsel have submitted to the Court, the Court finds that the settling parties undertook a thorough notice campaign designed by Todd Hilsee of Hilsoft Notifications, a nationally-recognized expert in this specialized field . . . The Court finds and concludes that the Notice Program as designed and implemented provided the best practicable notice to the members of the Class, and satisfied the requirements of due process.

Judge Richard G. Stearns, *In re Lupron Marketing and Sales Practice Litig.*, 228 F.R.D. 75, 96 (D. Mass. 2005):

With respect to the effectiveness of notice, in the absence of any evidence to the contrary, I accept the testimony of Todd Hilsee that the plan he designed achieved its objective of exposing 80 percent of the members of the consumer class…

Mr. Justice Cullity, *Parsons/Currie v. McDonald's Rests. of Can.,* (Jan. 13, 2004) 2004 Carswell Ont. 76, 45 C.P.C. (5th) 304, [2004] O.J. No.83:

I found Mr. Hilsee's criticisms of the notice plan in Boland to be far more convincing than Mr. Pines' attempts during cross-examination and in his affidavit to justify his failure to conduct a

reach and frequency analysis of McDonald's Canadian customers. I find it impossible to avoid a conclusion that, to the extent that the notice plan he provided related to Canadian customers, it had not received more than a perfunctory attention from him. The fact that the information provided to the court was inaccurate and misleading and that no attempt was made to advise the court after the circulation error had been discovered might possibly be disregarded if the dissemination of the notice fell within an acceptable range of reasonableness. On the basis of Mr. Hilsee's evidence, as well as the standards applied in class proceedings in this court, I am not able to accept that it did.

Judge Catherine C. Blake, *In re Royal Ahold Securities & "ERISA" Litig.,* (June 16, 2006) MDL-1539 (D. Md.):

In that regard, I would also comment on the notice. The form and scope of the notice in this case, and I'm repeating a little bit what already appeared to me to be evident at the preliminary stage, but the form and scope of the notice has been again remarkable . . . The use of sort of plain language, the targeting of publications and media, the website with the translation into multiple languages, the mailings that have been done, I think you all are to be congratulated, and Mr. Hilsee and Claims Administrator as well.

Judge Paul H. Alvarado, *Microsoft I-V Cases,* (July 6, 2004) J.C.C.P. No. 4106 (Cal. Super. Ct., J.C.C.P. No. 4106):

. . . the Court finds the notice program of the proposed Settlement was extensive and appropriate. It complied with all requirements of California law and due process. Designed by an expert in the field of class notice, Todd B. Hilsee, the notice plan alone was expected to reach at least 80% of the estimated 14.7 million class members. (Hilsee Decl. Ex. 3, ¶28). The Settlement notice plan was ultimately more successful than anticipated and it now appears that over 80% of the class was notified of the Settlement.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.,* (Sept. 13, 2002) No. L-008830.00 (N.J. Super. Ct. Middlesex Co.):

Here, the comprehensive bilingual, English and Spanish, court-approved Notice Plan provided by the terms of the settlement meets due process requirements. The Notice Plan used a variety of methods to reach potential class members. For example, short form notices for print media were placed…throughout the United States and in major national consumer publications which include the most widely read publications among Cooper Tire owner demographic groups . . . Mr. Hilsee designed the notification plan for the proposed settlement in accordance with this court's Nov. 1, 2001 Order. Mr. Hilsee is the president of Hilsoft Notifications and is well versed in implementing and analyzing the effectiveness of settlement notice plans.

Judge Richard J. Shroeder, *St. John v. Am. Home Prods. Corp.,* (Aug. 2, 1999) No. 97-2-06368-4 (Wash. Super. Ct. Spokane Co.):

[T]he Court considered the oral argument of counsel together with the documents filed herein, including the Affidavit of Todd B. Hilsee on Notice Plan…The Court finds that plaintiffs' proposed Notice Plan is appropriate and is the best notice practicable under the circumstances by which to apprise absent class members of the pendency of the above-captioned Class Action and their rights respecting that action.

Judge Carter Holly, *Richison v. Am. Cemwood Corp.,* (Nov. 18, 2003) No. 005532 (Cal. Super. Ct. San Joaquin Co.):

The parties undertook an extensive notice campaign designed by a nationally recognized class action notice expert. See generally, Affidavit of Todd B. Hilsee on Completion of Additional Settlement Notice Plan.

Judge Elaine E. Bucklo, *Carnegie v. Household International*, (Aug. 28, 2006) No. 98 C 2178 (D. Ct. Ill.):

> *. . . the Notice was disseminated pursuant to a plan consisting of first class mail and publication developed by Plaintiff's notice consultant, Hilsoft Notification and Todd Hilsee, who the Court recognized as experts in the design of notice plans in class actions. The Notice by first-class mail and publication was provided in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies all requirements of Rule 23(e) and due process.*

Judge James R. Williamson, *Kline v. The Progressive Corp*., (Nov. 14, 2002) No. 01-L-6 (Cir. Ct. Ill. Johnson Co.):

> *Notice to the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The notice contained the essential elements necessary to satisfy due process . . .*

Williams v. Weyerhaeuser Co., 2002 WL 373578, at *10 (Cal. App. 1 Dist.):

> *The hybrid notice given here--a combination of individual notice and notice by publication--was, as the trial court found, the best practicable method under the circumstances. The mass media campaign in this case appears to have been far more extensive than that approved in Dunk, supra, 48 Cal.App.4th at pp. 1800, 1805, 56 Cal.Rptr.2d 483. Objectors' own experience indicates the campaign was effective. Three of them received individual notices, two learned of the settlement through advertisements, and the others apparently learned of the settlement when one of them went around the neighborhood and told his neighbors about the settlement.*

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litig.*, (Nov. 24, 2004) MDL 1430 (D. Mass.):

> *After review of the proposed Notice Plan designed by Hilsoft Notifications…is hereby found to be the best practicable notice under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Rule 23 the Federal Rules of Civil Procedure and due process.*

Hospitality Mgmt. Assoc., Inc. v. Shell Oil Co., 356 S.C. 644, 663, 591 S.E.2d 611, 621 (Sup.Ct.S.C. 2004):

> *Clearly, the Cox court designed and utilized various procedural safeguards to guarantee sufficient notice under the circumstances. Pursuant to a limited scope of review, we need go no further in deciding the Cox court's findings that notice met due process are entitled to deference.*

Judge Samuel Conti, *Ciabattari v. Toyota Motor Sales, U.S.A., Inc.,* (Nov. 17, 2006) No. C-05-04289-SC (N.D. Cal.):

> *After reviewing the evidence and arguments presented by the parties . . . the Court finds as follows: . . . The class members were given the best notice practicable under the circumstances, and that such notice meets the requirements of the Due Process Clause of the U.S. Constitution, and all applicable statutes and rules of court;*

Judge Stuart R. Pollak, *Microsoft I-V Cases,* (April 1, 2001) J.C.C.P. No. CJC-00-004106 (Cal. Super. Ct. San Francisco Co.):

> *[C]oncerning dissemination of class notice; and I have reviewed the materials that have been submitted on that subject and basically I'm satisfied. I think it's amazing if you're really getting 80 percent coverage. That's very reassuring. And the papers that you submitted responded to a couple things that had been mentioned before and I am satisfied with all that.*

Judge Dudley Bowen, *Andrews/Harper v. MCI*, (Aug. 18, 1995) No. CV 191-185, "900 Number Class Action" (S.D. Ga.):

> *Upon consideration of the submissions of counsel and the testimony adduced at the hearing, and upon the findings, observations and conclusions expressed from the bench into the record at the conclusion of the hearing, it is hereby ordered that the aforementioned proposed media plan is approved.*

Judge Ivan L.R. Lemelle, ***In re High Sulfur Content Gasoline Prods. Liability Litig.,*** (Nov. 8, 2006) MDL No. 1632 (E.D. La.):

> *The Notice Plan for this Class Settlement was consistent with the best practices developed for modern-style "plain English" class notices; the Court and Settling Parties invested substantial effort to ensure notice to persons displaced by the Hurricanes of 2005; and as this Court has already determined, the Notice Plan met the requirements of Rule 23 and constitutional due process.*

Judge Catherine C. Blake, *In re Royal Ahold Securities & "ERISA" Litig.,* 437 F.Supp.2d 467, 472 (D. Md. 2006):

> *The court hereby finds that the Notice and Notice Plan described herein and in the Order dated January 9, 2006 provided Class Members with the best notice practicable under the circumstances. The Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons entitled to such notice, and the Notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.*

Judge Salvatore F. Cozza, *Delay v. Hurd Millwork Co.,* (Sept. 11, 1998) No. 97-2-07371-0 (Wash. Super. Ct. Spokane Co.):

> *I'm very impressed by the notice plan which has been put together here. It seems to be very much a state of the art proposal in terms of notifying class members. It appears to clearly be a very good alternative for notification. The target audience seems to be identified very well, and the Court is very satisfied with the choice of media which has been selected to accomplish this.*

Judge James S. Moody, Jr., *Mantzouris v. Scarritt Motor Group Inc.,* (Aug. 10, 2004) No. 8:03 CV 0015-T-30 MSS (M.D. Fla.):

> *Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the members of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement, it is hereby determined that all members of the Class, except for Ms. Gwendolyn Thompson, who was the sole person opting out of the Settlement Agreement, are bound by this Order and Final Judgment entered herein.*

Judge Marvin Shoob, *In re Domestic Air Transp. Antitrust Litig.,* 141 F.R.D. 534, 555 (N.D. Ga. 1992):

> *The Court is convinced that the innovative notice program designed by plaintiffs not only comports with due process and is sensitive to defendants' res judicata rights, but it is the only notice program suitable for this unique and massive consumer class action.*

Judge Yada T. Magee, *Spitzfaden v. Dow Corning,* (March 17, 1997) No. 92-2589, "Breast Implant Litigation" (La. Civ. Dist. Ct. Orleans Parish) (The Louisiana Supreme Court upheld the ruling, finding no error):

> *Given the definition of this class and the potential size, the efforts taken to notify potential class members was more than sweeping…Accordingly the Court finds that the notice was adequate.*

Judge Michael J. O'Malley, *Defrates v. Hollywood Entm't Corp.*, (June 24, 2005) No. 02 L 707 (Ill. Cir. Ct. St. Clair Co.):

> *. . . this Court hereby finds that the notice program described in the Preliminary Approval Order and completed by HEC complied fully with the requirements of due process, the Federal Rules of Civil Procedure and all other applicable laws.*

Judge Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc*., (Dec. 19, 2005) No. CV-2002-952-2-3 (Cir. Ct. Ark.):

> *Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process, including the Settlement Class definition, the identities of the Parties and of their counsel, a summary of the terms of the proposed settlement, Class Counsel's intent to apply for fees, information regarding the manner in which objections could be submitted, and requests for exclusions could be filed.*

Judge Carter Holly, *Richison v. Am. Cemwood Corp.,* (Nov. 18, 2003) No. 005532 (Cal. Super. Ct. San Joaquin Co.):

> *As to the forms of Notice, the Court finds and concludes that they fully apprised the Class members of the pendency of the litigation, the terms of the Phase 2 Settlement, and Class members' rights and options.*

Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.,* (May 26, 2005) No. 2003-481 F (14th J.D. Ct. La.):

> *Notice given to Class Members…were reasonably calculated under all the circumstances and have been sufficient, both as to the form and content…*

Judge David Flinn, *Westman v. Rogers Family Funeral Home,* (March 5, 2001) No. C 98-03165 (Cal. Super. Ct. Contra Costa Co.):

> *The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.*

Judge Stuart R. Pollak, *Microsoft I-V Cases,* (March 30, 2001) J.C.C.P. No. 4106 (Cal. Super. Ct. San Francisco Co.):

> *Plaintiffs and Defendant Microsoft Corporation have submitted a joint statement in support of their request that the Court approve the plan for dissemination of class action notice and proposed forms of notice, and amend the class definition. The Court finds that the forms of notice to Class members attached hereto as Exhibits A and B fairly and adequately inform the Class members of their rights concerning this litigation. The Court further finds that the methods for dissemination of notice are the fairest and best practicable under the circumstances, and comport with due process requirements.*

Judge John R. Padova, *Rosenberg v. Academy Collection Service, Inc.* (Dec. 19, 2005) No. 04-CV-5585 (E.D. Pa.):

> *. . . upon consideration of the Memorandum of Law in Support of Plaintiff's Proposed Class Questionnaire and Certification of Todd Hilsee, it is hereby ORDERED that Plaintiff's form of class letter and questionnaire in the form appended hereto is APPROVED. F.R.Civ.P. 23(c).*

Judge Bernard Zimmerman, *Ting v. AT&T,* "Arbitration Litigation", 182 F.Supp.2d 902, 912-913 (N.D. Cal. 2002) (Hilsee had testified on the importance of wording and notice design features):

> *The phrase 'Important Information' is increasingly associated with junk mail or solicitations . . . From the perspective of affecting a person's legal rights, the most effective communication is generally one that is direct and specific.*

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.,* (July 1, 2004) No. 3:02CV431 (E.D. Va.):

> *The record here shows that the class members have been fully and fairly notified of the existence of the class action, of the issues in it, of the approaches taken by each side in it in such a way as to inform meaningfully those whose rights are affected and to thereby enable them to exercise their rights intelligently.*

Judge Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc*., (Dec. 19, 2005) No. CV-2002-952-2-3 (Cir. Ct. Ark.):

> *Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice was also effected by publication in many newspapers and magazines throughout the nation, reaching a large majority of the Class members multiple times. The Court finds that such notice constitutes the best notice practicable.*

Judge Carter Holly, *Richison v. Am. Cemwood Corp.,* (Nov. 18, 2003) No. 005532 (Cal. Super. Ct. San Joaquin Co.):

> *The notice was reasonable and the best notice practicable under the circumstances, was due, adequate, and sufficient notice to all Class members, and complied fully with the laws of the State of California, the Code of Civil Procedure, due process, and California Rules of Court 1859 and 1860.*

***In re Synthroid Marketing Litig*.,** 264 F.3d 712, 716 (C.A.7 (Ill.), 2001):

> *Although officially in the game, the objectors have not presented any objection to the settlement that was not convincingly addressed by the district court. The objectors contend that the settlement should have been larger, that the notice was not sufficient, and that the release of liabilities is too broad.*

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.,* (Sept. 3, 2002) No. 00 Civ. 5071 (HB) (S.D. N.Y.):

> *The Court further finds that the Class Notice and Publication Notice provided in the Settlement Agreement are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the proposed notice texts and methodology are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23(c)(2) and (e)), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.*

Judge Dewey C. Whitenton, *Ervin v. Movie Gallery, Inc.,* (Nov. 22, 2002) No. 13007 (Tenn. Ch.):

> *The content of the class notice also satisfied all due process standards and state law requirements . . . The content of the notice was more than adequate to enable class members to make an informed and intelligent choice about remaining in the class or opting out of the class.*

Judge Edgar E. Bayley, *Dimitrios v. CVS, Inc.,* No. 99-6209**; *Walker v. Rite Aid Corp.,*** No. 99-6210**; and *Myers v. Rite Aid Corp.*,** No. 01-2771**,** (Nov. 27, 2002) (Pa. Ct. C.P. Cumberland Co.):

> *The Court specifically finds that: fair and adequate notice has been given to the class, which comports with due process of law.*

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.,* (July 1, 2004) No. 3:02CV431 (E.D. Va.):

> *The success rate in notifying the class is, I believe, at least in my experience, I share Ms. Kauffman's experience, it is as great as I have ever seen in practicing or serving in this job . . . So I don't believe we could have had any more effective notice.*

Judge Richard G. Stearns, *In re Lupron Marketing and Sales Practice Litig.*, (Nov. 23, 2004) MDL 1430 (D. Mass.):

> *I actually find the [notice] plan as proposed to be comprehensive and extremely sophisticated and very likely be as comprehensive as any plan of its kind could be In reaching those most directly affected.*

Judge James D. Arnold, *Cotten v. Ferman Mgmt. Servs. Corp.,* (Nov. 26, 2003) No. 02-08115 (Fla. Cir. Ct. Hillsborough Co.):

> *Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the member of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement . . .*

Judge David De Alba, *Ford Explorer Cases*, (Aug. 19, 2005) JCCP Nos. 4226 & 4270 (Cal. Super. Ct., Sacramento Co.):

> *It is ordered that the Notice of Class Action is approved. It is further ordered that the method of notification proposed by Todd B. Hilsee is approved.*

Judge Judith K. Fitzgerald, *In re Pittsburgh Corning Corp.,* (Nov. 26, 2003) No. 00-22876-JKF (Bankr. W.D. Pa.):

> *The procedures and form of notice for notifying the holders of Asbestos PI Trust Claims, as described in the Motion, adequately protect the interests of the holders of Asbestos PI Trust Claims in a manner consistent with the principles of due process, and satisfy the applicable requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.*

Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.,* (May 26, 2005) No. 2003-481 F (14th J.D. Ct. La.):

> *Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due process and sufficient notice to all potential members of the Class as Defined.*

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.,* 216 F.R.D. 55, 68 (S.D.N.Y. 2003):

> *The notice provides, in language easily understandable to a lay person, the essential terms of the settlement, including the claims asserted . . . who would be covered by the settlement . . .*

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litig.,* (Jan. 6, 2006) MDL-1539 (D. Md.):

> *I do, at least preliminarily, certainly think this is a very extensive and excellent notice program that has been proposed.*

Judge Thomas A. Higgins, *In re Columbia/HCA Healthcare Corp.,* (June 13, 2003) No. 3-98-MDL-1227 (M.D. Tenn.):

> *Notice of the settlement has been given in an adequate and sufficient manner. The notice provided by mailing the settlement notice to certain class members and publishing notice in the*

manner described in the settlement was the best practicable notice, complying in all respects with the requirements of due process.

Judge Louis J. Farina, *Soders v. General Motors Corp.* (Oct. 31, 2003) No. CI-00-04255, (Pa. C.P. Lancaster Co.):

In this instance, Plaintiff has solicited the opinion of a notice expert who has provided the Court with extensive information explaining and supporting the Plaintiff's notice plan…After balancing the factors laid out in Rule 1712(a), I find that Plaintiff's publication method is the method most reasonably calculated to inform the class members of the pending action.

Judge Eldon E. Fallon, *Turner v. Murphy, USA, Inc.,* 2007 WL 283431, at *5 (E.D. La.):

Most of the putative class members were displaced following hurricane Katrina . . . With this challenge in mind, the parties prepared a notice plan designed to reach the class members wherever they might reside. The parties retained Todd Hilsee of Hilsoft Notifications to ensure that adequate notice was given to class members in light of the unique challenges presented in this case.

Judge Michael Canaday, *Morrow v. Conoco Inc*., (May 25, 2005) No. 2002-3860 G (14th J.D. Ct. La.):

The objections, if any, made to due process, constitutionality, procedures, and compliance with law, including, but not limited to, the adequacy of notice and the fairness of the proposed Settlement Agreement, lack merit and are hereby overruled.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.* 216 F.R.D. 55, 68 (S.D. N.Y. 2003):

[T]he notice campaign that defendant agreed to undertake was extensive . . . I am satisfied, having reviewed the contents of the notice package, and the extensive steps taken to disseminate notice of the settlement, that the class notice complies with the requirements of Rule 23 (c)(2) and 23(e). In summary, I have reviewed all of the objections, and none persuade me to conclude that the proposed settlement is unfair, inadequate or unreasonable.

Judge Catherine C. Blake, *In re Royal Ahold Securities & "ERISA" Litig.,* 2006 WL 132080, at *4 (D. Md.):

The Court further APPROVES the proposed Notice Plan, as set forth in the Affidavit of Todd B. Hilsee On International Settlement Notice Plan, dated December 19, 2005 (Docket No. 684). The Court finds that the form of Notice, the form of Summary Notice, and the Notice Plan satisfy the requirements of Fed.R.Civ.P. 23, due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all members of the Class.

Judge John Kraetzer, *Baiz v. Mountain View Cemetery*, (April 14, 2004) No. 809869-2 (Cal. Super. Ct. Alameda Co.):

The notice program was timely completed, complied with California Government Code section 6064, and provided the best practicable notice to all members of the Settlement Class under the circumstances. The Court finds that the notice program provided class members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to class members and all other persons wishing to be heard.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 62 (S.D. N.Y. 2003):

In view of the extensive notice campaign waged by the defendant, the extremely small number of class members objecting or requesting exclusion from the settlement is a clear sign of strong support for the settlement.

Judge John R. Padova, Nichols v. SmithKline Beecham Corp., (April 22, 2005) No. 00-6222 (E.D. Pa.):

> *After reviewing the individual mailed Notice, the publication Notices, the PSAs and the informational release, the Court concludes that the substance of the Notice provided to members of the End-Payor Class in this case was adequate to satisfy the concerns of due process and the Federal Rules.*

Judge John Kraetzer, *Baiz v. Mountain View Cemetery*, (April 14, 2004) No. 809869-2 (Cal. Super. Ct. Alameda Co.):

> *The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due, and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.*

Judge Carter Holly, *Richison v. Am. Cemwood Corp.,* (Nov. 18, 2003) No. 005532 (Cal. Super. Ct. San Joaquin Co.):

> *Not a single Class member—out of an estimated 30,000—objected to the terms of the Phase 2 Settlement Agreement, notwithstanding a comprehensive national Notice campaign, via direct mail and publication Notice.*

Judge Elaine Bucklo, *In re Synthroid Marketing Litig.*, (Aug. 14, 1998) MDL 1182 (N.D. Ill.) (Ultimately withstood challenge to 7th Circuit Court of Appeals):

> *[T]he parties undertook an elaborate notice program…in numerous publications in the United States and abroad which those persons most likely to be class members would read . . . In fact from the affidavits filed, it would appear that notice was designed to reach most of the affected reading public.*

Judge Joseph R. Goodwin, *In re Serzone Prods. Liability Litig.* 2004 U.S. Dist. LEXIS 28297, at *10 (S.D. W. Va.):

> *The Court has considered the Notice Plan and proposed forms of Notice and Summary Notice submitted with the Memorandum for Preliminary Approval and finds that the forms and manner of notice proposed by Plaintiffs and approved herein meet the requirements of due process and Fed.R.Civ.P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.*

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.,* (Oct. 29, 2001) No. L-8830-00 MT (N.J, Super. Ct. Middlesex Co.):

> *I saw the various bar graphs for the different publications and the different media dissemination, and I think that was actually the clearest bar graph I've ever seen in my life . . . it was very clear of the time periods that you were doing as to each publication and which media you were doing over what market time, so I think that was very clear.*

Judge Louis J. Farina, *Soders v. General Motors Corp.,* (Oct. 31, 2003) No. CI-00-04255, (Pa. C.P. Lancaster Co.):

> *Plaintiff provided extensive information regarding the reach of their proposed plan. Their notice expert, Todd Hilsee, opined that their plan will reach 84.8% of the class members. Defendant provided the Court with no information regarding the potential reach of their proposed plan . . . There is no doubt that some class members will remain unaware of the litigation, however, on balance, the Plaintiff's plan is likely to reach as many class members as the Defendant's plan at less than half the cost. As such, I approve the Plaintiff's publication based plan.*

Judge Paul H. Alvarado, *Microsoft I-V Cases,* (July 6, 2004) J.C.C.P. No. 4106 (Cal. Super. Ct., J.C.C.P. No. 4106):

> *The notification plans concerning the pendency of this class action were devised by a recognized class notice expert, Todd B. Hilsee. Mr. Hilsee devised two separate class certification notice plans that were estimated to have reached approximately 80% of California PC owners on each occasion.*

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.,* (Feb. 12, 2004) No. 3:02-CV-431 (E.D. Va.):

> *The expert, Todd B. Hilsee, is found to be reliable and credible.*

Judge Norma L. Shapiro, *First State Orthopaedics et al. v. Concentra, Inc., et al.,* (May 1, 2006) No. 2:05-CV-04951-NS (E.D. Pa.):

> *The Court finds that dissemination of the Mailed Notice, Published Notice and Full Notice in the manner set forth here and in the Settlement Agreement meets the requirements of due process and Pennsylvania law. The Court further finds that the notice is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, is the best practicable notice; and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Lawsuit and of their right to object or to exclude themselves from the proposed settlement.*

Judge Sarah S. Vance, *In re Educ. Testing Serv. PLT 7-12 Test Scoring Litig.,* 447 F.Supp.2d 612, 627 (E.D. La. 2006):

> *At the fairness hearing, class counsel, the Special Master, notice expert Todd Hilsee, and the Court Appointed Disbursing Agent detailed the reasons for requiring claims forms . . . As Todd Hilsee pointed out in his testimony, because plaintiffs had the choice of either individualized damages or an expedited payment, to send the expedited payments with the notice has the potential of encouraging plaintiffs to forego individualized recovery for far less than value, merely by cashing the check. The obvious undesirability of this suggestion gives the unmistakable appearance that the objection was captious. The objection to the claims process for expedited payments is overruled.*

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litig.*, 228 F.R.D. 75, 96 (D. Mass. 2005):

> *I have examined the materials that were used to publicize the settlement, and I agree with Hilsee's opinion that they complied in all respects with the "plain, easily understood language" requirement of Rule 23(c). In sum, I find that the notice given meets the requirements of due process.*

Judge John R. Padova, Nichols v. SmithKline Beecham Corp., (Apr. 22, 2005) No. 00-CV-6222 (E.D. Pa.):

> *As required by this Court in its Preliminary Approval Order and as described in extensive detail in the Affidavit of Todd B. Hilsee on Design Implementation and Analysis of Settlement Notice Program…Such notice to members of the Class is hereby determined to be fully in compliance with requirements of Fed. R. Civ. P. 23(e) and due process and is found to be the best notice practicable under the circumstances and to constitute due and sufficient notice to all entities entitled thereto.*

Judge Sarah S. Vance, *In re Babcock & Wilcox Co.,* (Aug. 25, 2000) No. 00-0558 (E.D. La.):

> *Furthermore, the Committee has not rebutted the affidavit of Todd Hilsee, President of Hilsoft Notifications, that the (debtor's notice) plan's reach and frequency methodology is consistent with other asbestos-related notice programs, mass tort bankruptcies, and other significant notice programs…After reviewing debtor's Notice Plan, and the objections raised to it, the Court finds*

that the plan is reasonably calculated to apprise unknown claimants of their rights and meets the due process requirements set forth in Mullane . . . Accordingly, the Notice Plan is approved.

Judge Joe E. Griffin, *Beasley v. Prudential General Insurance Company,* (June 13, 2006) No. CV-2005-58-1 (Cir. Ct. Ark.):

. . . received testimony from Mr. Hilsee at the Settlement Approval Hearing concerning the success of the notice campaign, including the fact that written notice reached 97.7% of the potential Class members, the Court finds that it is unnecessary to afford a new opportunity to request exclusion to individual Class Members who had an earlier opportunity to request exclusion, but did not do so. The Court also concludes that the lack of valid objections also supports the Court's decision to not offer a second exclusion window . . . Although the Notice Campaign was highly successful and resulted in actual mailed notice being received by over 400,000 Class Members, only one Class Member attempted to file a purported objection to either the Stipulation or Class Counsels' Application for Fees. The Court finds it significant that out of over 400,000 Class Members who received mailed Notice, there was no opposition to the proposed Settlement or Class Counsels' Application for Fees, other than the single void objection. The lack of opposition by a well-noticed Class strongly supports the fairness, reasonableness and adequacy of the Stipulation and Class Counsels' Application for Fees.

Judge James R. Williamson, Kline v. The Progressive Corp., (Nov. 14, 2002) No. 01-L-6 (Cir. Ct. Ill. Johnson Co.):

The Court has reviewed the Affidavit of Todd B. Hilsee, one of the Court-appointed notice administrators, and finds that it is based on sound analysis. Mr. Hilsee has substantial experience designing and evaluating the effectiveness of notice programs.

Judge Joseph R. Goodwin, *In re Serzone Products Liability Litig.,* 231 F.R.D. 221, 236 (S.D. W. Va. 2005):

As Mr. Hilsee explained in his supplemental affidavit, the adequacy of notice is measured by whether notice reached Class Members and gave them an opportunity to participate, not by actual participation. (Hilsee Supp. Aff. ¶ 6(c)(v), June 8, 2005)...Not one of the objectors support challenges to the adequacy of notice with any kind of evidence; rather, these objections consist of mere arguments and speculation. I have, nevertheless, addressed the main arguments herein, and I have considered all arguments when evaluating the notice in this matter. Accordingly, after considering the full record of evidence and filings before the court, I FIND that notice in this matter comports with the requirements of Due Process under the Fifth Amendment and Federal Rules of Civil Procedure 23(c)(2) and 23(e).

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litig.,* (Nov. 2, 2006) MDL-1539 (D. Md.):

The global aspect of the case raised additional practical and legal complexities, as did the parallel criminal proceedings in another district. The settlement obtained is among the largest cash settlements ever in a securities class action case and represents an estimated 40% recovery of possible provable damages. The notice process appears to have been very successful not only in reaching but also in eliciting claims from a substantial percentage of those eligible for recovery.

Judge Alfred G. Chiantelli, *Williams v. Weyerhaeuser Co.,* (Dec. 22, 2000) No. 995787, "Hardboard Siding Litigation" (Cal. Super. Ct. San Francisco Co.):

The Class Notice complied with this Court's Order, was the best practicable notice, and comports with due process . . . Based upon the uncontroverted proof Class Counsel have submitted to the Court, the Court finds that the settling parties undertook an extensive notice campaign designed by Todd Hilsee of Hilsoft Notifications, a nationally recognized expert in this specialized field.

Judge John R. Padova, Nichols v. SmithKline Beecham Corp., (April 22, 2005) No. 00-6222 (E.D. Pa.):

Pursuant to the Order dated October 18, 2004, End-Payor Plaintiffs employed Hilsoft Notifications to design and oversee Notice to the End-Payor Class. Hilsoft Notifications has extensive

experience in class action notice situations relating to prescription drugs and cases in which unknown class members need to receive notice.

Regional Senior Justice Winkler, *Baxter v. Canada (Attorney General),* (March 10, 2006) No. 00-CV-192059 CPA (Ont. Super. Ct.):

The plaintiffs have retained Todd Hilsee, an expert recognized by courts in Canada and the United States in respect of the design of class action notice programs, to design an effective national notice program . . . the English versions of the Notices provided to the court on this motion are themselves plainly worded and appear to be both informative and designed to be readily understood. It is contemplated that the form of notice will be published in English, French and Aboriginal languages, as appropriate for each media vehicle.

Judge James T. Genovese, *West v. G&H Seed Co.*, (May 27, 2003) No. 99-C-4984-A (La. Jud. Dist. Ct. St. Landry Parish):

The court finds that, considering the testimony of Mr. Hilsee, the nature of this particular case, and the certifications that this court rendered in its original judgment which have been affirmed by the – for the most part, affirmed by the appellate courts, the court finds Mr. Hilsee to be quite knowledgeable in his field and certainly familiar with these types of cases…the notice has to be one that is practicable under the circumstances. The notice provided and prepared by Mr. Hilsee accomplishes that purpose . . .

Judge Milton Gunn Shuffield, *Scott v. Blockbuster Inc.,* (Jan. 22, 2002) No. D 162-535 (Tex. Jud. Dist. Ct. Jefferson Co.) (Ultimately withstood challenge to Court of Appeals of Texas. *Peters v. Blockbuster* 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001):

In order to maximize the efficiency of the notice, a professional concern, Hilsoft Notifications, was retained. Todd Hilsee of that firm prepared and oversaw the notification plan. The record reflects that Mr. Hilsee is very experienced in the area of notification in class action settlements…This Court concludes that the notice campaign was the best practicable, reasonably calculated, under all the circumstances, to apprise interested parties of the settlement and afford them an opportunity to present their objections . . . The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.

Judge Susan Illston (N.D. Cal.), on Hilsoft Notifications presentation at the ABA's 7th Annual National institute on Class Actions, Oct. 24, 2003, San Francisco, Cal.:

The notice program that was proposed here today, I mean, it's breathtaking. That someone should have thought that clearly about how an effective notice would get out. I've never seen anything like that proposed in practice . . . I thought the program was excellent. The techniques available for giving a notification is something that everyone should know about.

OTHER COMMENTS

Geoffrey P. Miller, Max Greenberg Professor at Law, NYU, testified at the ***Scott v. Blockbuster*** Fairness Hearing on Dec. 10-11, 2001, before Judge Milton Shuffield:

I really have never seen in the many years I've been looking at class actions, a notice campaign in a consumer case that was done with this much care and this much real forethought and imagination. It's very difficult to reach 40 million people, and I can't imagine doing a better job than as what was done in this case.

Arthur R. Miller, Bruce Bromley Professor of Law, Harvard Law School, in a letter addressed to Mr. Hilsee dated June 2, 2004:

I read your piece on Mullane with great interest and am delighted to learn the details. Indeed, I will probably incorporate some of it in my teaching next fall. I think your analysis is rock solid.

PUBLICATIONS

Shannon R. Wheatman & Thomas E. Willging, *Does Attorney Choice of Forum in Class Action Litigation Really Make a Difference?* 17 CLASS ACTIONS & DERIVATIVE SUITS 1 (2007).

Todd B. Hilsee, *The "Desire to Inform" Is in Your Hands: Creatively Design Your Notice Program to Reach the Class Members and Satisfy Due Process*, AMERICAN BAR ASSOCIATION, 10th Annual Institute on Class Actions (2006).

Todd B. Hilsee, Gina M. Intrepido, & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: AMERICAN BAR ASSOCIATION, 10th Annual National Institute on Class Actions (2006); NATIONAL BUSINESS INSTITUTE, Class Action Update: Today's Trends & Strategies for Success (2006).

Thomas E. Willging & Shannon R. Wheatman, *Attorney Choice of Forum in Class Action Litigation: What Difference Does it Make?* 81 NOTRE DAME LAW. REV. 591 (2006).

Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).

Thomas E. Willging & Shannon R. Wheatman, *An Empirical Examination of Attorneys' Choice of Forum in Class Action Litigation,* FEDERAL JUDICIAL CENTER (2005).

Robert T. Reagan, Shannon R. Wheatman, Marie Leary, Natascha Blain, George Cort, & Dean N. Miletich, *Sealed Settlement Agreements in Federal District Courts*, FEDERAL JUDICIAL CENTER (2005).

Todd B. Hilsee, Notice *Provisions in S. 1751 Raise Significant Communications Problems*, 5 CLASS ACTION LITIG. REP. 30 (2004).

Todd B. Hilsee, *Plain Language is Not Enough*, FEDERAL TRADE COMMISSION, Protecting Consumer Interests in Class Actions (2004).

Todd B. Hilsee & Terri R. LeClercq, *The Federal Judicial Center's Model Plain Language Class Action Notices: A New Tool for Practitioners and the Judiciary*, 5 CLASS ACTION LITIG. REP. 182 (2003).

Todd B. Hilsee, *So you think your notice program is acceptable? Beware: it could be rejected*, AMERICAN BAR ASSOCIATION CLASS ACTIONS (2003).

Todd B. Hilsee, *Class Action Notice*, CALIFORNIA CLASS ACTIONS PRACTICE AND PROCEDURE, 8-1 (Elizabeth Cabraser ed., 2003).

Todd B. Hilsee & Terri R. LeClercq, *Creating the Federal Judicial Center's New Illustrative "Model" Plain Language Class Action Notices*, 13 CLASS ACTIONS & DERIVATIVE SUITS 10 (2003).

David Romine & Todd Hilsee, "*It Ain't Over 'Til It's Over"—Class Actions Against Microsoft*, 12 CLASS ACTIONS & DERIVATIVE SUITS 2 (2002).

Todd B. Hilsee, *Class Action Notice—How, Why, When and Where the Due Process Rubber Meets the Road*, LOUISIANA STATE BAR ASSOCIATION, 3rd Annual Class Action/Mass Tort Symposium (2002).

Todd B. Hilsee, *A Communications Analysis of the Third Circuit Ruling in MDL 1014: Guidance on the Adequacy of Notice*, 2 CLASS ACTION LITIG. REP. 712 (2001).

Shannon R. Wheatman & David R. Shaffer, *On finding for defendants who plead insanity: The crucial impact of dispositional instructions and opportunity to deliberate, 25* LAW AND HUMAN BEHAVIOR 165 (2001).

Shannon Wheatman, The Effects of Plain Language Drafting on Layperson's Comprehension of Class Action Notices (2001), (unpublished Ph.D. dissertation, University of Georgia, on file with the University of Georgia Library).

David R. Shaffer & Shannon R. Wheatman, *Does personality influence the effectiveness of judicial instructions?* 6 *PSYCH. PUB. POL'Y & LAW* 655 (2000).

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PANELS, SPEAKING AND EDUCATION

"Man on the Street" Interviews with Class Members: If They Really Wanted You To Know Your Rights, Educational DVD created and utilized at: AMERICAN BAR ASSOCIATION, 10th Annual National Institute on Class Actions (2006); NATIONAL BUSINESS INSTITUTE, Class Action Update: Today's Trends & Strategies for Success (2006); GEORGETOWN UNIVERSITY LAW SCHOOL (2006); TULANE LAW SCHOOL (2007).

"*Class Action Notice"*, NATIONAL BUSINESS INSTITUTE, Class Action Update: Today's Trends & Strategies for Success (2006). Speaker: Todd B. Hilsee.

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"How to Construct Effective Notice Campaigns to Best Protect Class Action Settlements", Lecture at: CLEVELAND-MARSHALL COLLEGE OF LAW (3/28/06). Guest Lecturer: Todd B. Hilsee.

"*Judges Round Table",* SUPERIOR COURT OF CALIFORNIA, County of Los Angeles, Central Civil West Court House (3/21/06). Speaker: Todd B. Hilsee.

"Do You Really Want Me to Know My Rights? The 'Ethics' Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform", NATIONAL ASSOCIATION OF SHAREHOLDER AND CONSUMER ATTORNEYS (NASCAT), (2005). Speaker: Todd B. Hilsee.

"Will the Settlement Survive Notice and Associated Due Process Concerns?" LOUISIANA BAR ASSOCIATION, 5th Annual Class Action/Mass Tort Symposium (2004). Speaker: Todd B. Hilsee.

"Let's Talk—The Ethical and Practical Issues of Communicating with Members of a Class", AMERICAN BAR ASSOCIATION, 8th Annual National Institute on Class Actions (2004). Speaker: Todd B Hilsee.

"Clear Notices, Claims Administration and Market Makers," FEDERAL TRADE COMMISSION, Protecting Consumer interests in Class Action Workshop (2004). Speaker: Todd B. Hilsee.

"I've Noticed You've Settled—Or Have You," AMERICAN BAR ASSOCIATION, 7th Annual National Institute on Class Action (2003). Speaker: Todd B. Hilsee.

"Class Action Notice—How, Why, When And Where the Due Process Rubber Meets The Road," LOUISIANA BAR ASSOCIATION, 3rd Annual Class Action/Mass Tort Symposium (2002). Speaker: Todd B. Hilsee.

"Plain English Notices called for in August, 2001, proposed amendments to Rule 23," ADVISORY COMMITTEE ON CIVIL RULES OF THE JUDICIAL CONFERENCE OF THE UNITED STATES, Hearing on Rule 23 (2002). Witness: Todd B. Hilsee.

"Generation X on Trial," AMERICAN BAR ASSOCIATION, Section of Litigation Annual Meeting (2001). Speaker: Todd B. Hilsee.

"Tires, Technology and Telecommunications", Class Action and Derivative Suits Committee, AMERICAN BAR ASSOCIATION, Section of Litigation Annual Meeting (2001). Speaker: Todd B. Hilsee.

"*Class Actions*," MEALEY'S Judges and Lawyers in Complex Litigation Conference (1999). Speaker: Todd B. Hilsee.

LEGAL NOTICE CASES

Todd B. Hilsee and Hilsoft Notifications have served as notice experts for planning, implementation and/or analysis in the following partial listing of cases:

In re Domestic Air Transp. Antitrust Litig.	N.D. Ga., MDL No. 861
In re Bolar Pharm. Generic Drugs Consumer Litig.	E.D. Pa., MDL No. 849
In re Steel Drums Antitrust Litig.	S.D. Ohio, C-1-91-208
In re Steel Pails Antitrust Litig.	S.D. Ohio, C-1-91-213
In re GM Truck Fuel Tank Prods. Liability Litig.	E.D. Pa., MDL No. 1112
In re Estate of Ferdinand Marcos (Human Rights Litig.)	D. Hawaii, MDL No. 840
Andrews v. MCI (900 Number Litig.)	S.D. Ga., CV 191-175
Harper v. MCI (900 Number Litig.)	S.D. Ga., CV 192-134
Kellerman v. MCI Telecomms. Corp (Long Distance Telephone Litig.)	Cir. Ct. Ill., 82 CH 11065
In re Bausch & Lomb Contact Lens Litig.	N.D. Ala., 94-C-1144-WW
In re Ford Motor Co. Vehicle Paint Litig.	E.D. La., 95-0485, MDL No. 1063
Castano v. Am. Tobacco	E.D. La., CV 94-1044
Cox v. Shell Oil (Polybutylene Pipe Litig.)	Tenn. Ch., 18,844
Fry v. Hoercst Celanese (Polybutylene Pipe Litig.)	Cir. Ct. Fla., 95-6414 CA11
Meers v. Shell Oil (Polybutylene Pipe Litig.)	Cal. Super. Ct., M30590
In re Amino Acid Lysine Antitrust Litig.	N.D. Ill., MDL No. 1083
In re Dow Corning Corp. (Breast Implant Bankruptcy)	E.D. Mich., 95-20512-11-AJS
Kunhel v. CNA Ins. Companies	N.J. Super. Ct., ATL-C-0184-94
In re Factor Concentrate Blood Prods. Litig. (Hemophiliac HIV)	N.D. Ill., MDL No. 986
In re Ford Ignition Switch Prods. Liability Litig.	D. N.J., 96-CV-3125
Jordan v. A.A. Friedman (Non-Filing Ins. Litig.)	M.D. Ga., 95-52-COL
Kalhammer v. First USA (Credit Card Litig.)	Cir. Ct. Cal., C96-45632010-CAL

Navarro-Rice v. First USA (Credit Card Litig.)	Cir. Ct. Ore., 9709-06901
Spitzfaden v. Dow Corning (Breast Implant Litig.)	La. Civ. Dist. Ct., 92-2589
Robinson v. Marine Midland (Finance Charge Litig.)	N.D. Ill., 95 C 5635
McCurdy v. Norwest Fin. Alabama	Cir. Ct. Ala., CV-95-2601
Johnson v. Norwest Fin. Alabama	Cir. Ct. Ala., CV-93-PT-962-S
In re Residential Doors Antitrust Litig.	E.D. Pa., MDL No. 1039
Barnes v. Am. Tobacco Co. Inc.	E.D. Pa., 96-5903
Small v. Lorillard Tobacco Co. Inc.	N.Y. Super. Ct., 110949/96
Naef v. Masonite Corp (Hardboard Siding Litig.)	Cir. Ct. Ala., CV-94-4033
In re Synthroid Mktg. Litig.	N.D. Ill., MDL No. 1182
Chisolm v. Transouth Fin.	4th Cir., 97-1970
Raysick v. Quaker State Slick 50 Inc.	Dist. Tex., 96-12610
Castillo v. Mike Tyson (Tyson v. Holyfield Bout)	N.Y. Super. Ct., 114044/97
Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts Litig.)	Cir. Ct. Ill., 97-L-114
Walls v. The Am. Tobacco Co. Inc.	N.D. Okla., 97-CV-218-H
Tempest v. Rainforest Café (Securities Litig.)	D. Minn., 98-CV-608
Stewart v. Avon Prods. (Securities Litig.)	E.D. Pa., 98-CV-4135
Goldenberg v. Marriott PLC Corp (Securities Litig.)	D. Md., PJM 95-3461
Delay v. Hurd Millwork (Building Products Litig.)	Wash. Super. Ct., 97-2-07371-0
Gutterman v. Am. Airlines (Frequent Flyer Litig.)	Cir. Ct. Ill., 95CH982
Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litig.)	Cal. Super. Ct., 97-AS 02993
In re Graphite Electrodes Antitrust Litig.	E.D. Pa., 97-CV-4182, MDL No. 1244
In re Silicone Gel Breast Implant Prods. Liability Litig., Altrichter v. INAMED	N.D. Ala., MDL No. 926
St. John v. Am. Home Prods. Corp. (Fen/Phen Litig.)	Wash. Super. Ct., 97-2-06368
Crane v. Hackett Assocs. (Securities Litig.)	E.D. Pa., 98-5504
In re Holocaust Victims Assets Litig. (Swiss Banks Litig.)	E.D. N.Y., CV-96-4849
McCall v. John Hancock (Settlement Death Benefits)	Cir. Ct. N.M., No. CV-2000-2818
Williams v. Weyerhaeuser Co. (Hardboard Siding Litig.)	Cal. Super. Ct., CV-995787
Kapustin v. YBM Magnex Int'l Inc. (Securities Litig.)	E.D. Pa., 98-CV-6599
Leff v. YBM Magnex Int'l Inc. (Securities Litig.)	E.D. Pa., 95-CV-89
Crawley v. Chrysler Corp. (Airbag Litig.)	Pa. C.P., CV-4900
In re PRK/LASIK Consumer Litig.	Cal. Super. Ct., CV-772894
Hill v. Galaxy Cablevision	N.D. Miss., 1:98CV51-D-D
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Int'l Comm'n on Holocaust Era Ins. Claims – Worldwide Outreach Program	Former Secretary of State Lawrence Eagleburger Commission
Bownes v. First USA Bank (Credit Card Litig.)	Cir. Ct. Ala., CV-99-2479-PR
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Brown v. Am. Tobacco	Cal. Super. Ct., J.C.C.P. 4042 No. 711400
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In re Texaco Inc. (Bankruptcy)	S.D. N.Y. Nos. 87 B 20142, 87 B 20143, 87 B 20144.
Olinde v. Texaco (Bankruptcy, Oil Lease Litig.)	M.D. La., No. 96-390
Gustafson v. Bridgestone/Firestone, Inc. (Recall Related Litig.)	S.D. Ill., Civil No. 00-612-DRH
In re Bridgestone/Firestone Tires Prods. Liability Litig.	S.D. Ind., MDL No. 1373
Gaynoe v. First Union Corp. (Credit Card Litig.)	N.C. Super. Ct., No. 97-CVS-16536
Carson v. Daimler Chrysler Corp. (Fuel O-Rings Litig.)	W.D. Tenn., No. 99-2896 TU A
Providian Credit Card Cases	Cal. Super. Ct., J.C.C.P. No. 4085
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Sims v. Allstate Ins. Co. (Diminished Auto Value Litig.)	Cir. Ct. Ill., No. 99-L-393A
Peterson v. State Farm Mutual Auto. Ins. Co. (Diminished Auto Value Litig.)	Cir. Ct. Ill., No. 99-L-394A
Microsoft I-V Cases (Antitrust Litig. Mirroring Justice Dept.)	Cal. Super. Ct., J.C.C.P. No. 4106
Westman v. Rogers Family Funeral Home, Inc. (Remains Handling Litig.)	Cal. Super. Ct., No. C-98-03165
Rogers v. Clark Equipment Co.	Cir. Ct. Ill., No. 97-L-20
Garrett v. Hurley State Bank (Credit Card Litig.)	Cir. Ct. Miss., No. 99-0337
Ragoonanan v. Imperial Tobacco Ltd. (Firesafe Cigarette Litig.)	Ont. Super. Ct., No. 00-CV-183165 CP
Dietschi v. Am. Home Prods. Corp. (PPA Litig.)	W.D. Wash., No. C01-0306L
Dimitrios v. CVS, Inc. (PA Act 6 Litig.)	Pa. C.P., No. 99-6209
Jones v. Hewlett-Packard Co. (Inkjet Cartridge Litig.)	Cal. Super. Ct., No. 302887
In re Tobacco Cases II (California Tobacco Litig.)	Cal. Super. Ct., J.C.C.P. No. 4042
Scott v. Blockbuster, Inc (Extended Viewing Fees Litig.)	136th Tex. Jud. Dist. Jefferson Co., No. D 162-535
Anesthesia Care Assocs. v. Blue Cross of Cal.	Cal. Super. Ct., No. 986677

Ting v. AT&T (Mandatory Arbitration Litig.)	N.D. Cal., No. C-01-2969-BZ
In re W.R. Grace & Co. (Asbestos Related Bankruptcy)	Bankr. D. Del., No. 01-01139-JJF
Talalai v. Cooper Tire & Rubber Co. (Tire Layer Adhesion Litig.)	N.J. Super. Ct., Middlesex County, No. MID-L-8839-00 MT
Kent v. Daimler Chrysler Corp. (Jeep Grand Cherokee Park-to-Reverse Litig.)	N.D. Cal., No. C01-3293-JCS
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Madsen v. Prudential Federal Savings & Loan (Homeowner's Loan Account Litig.)	3rd Jud. Dist. Ct. Utah, No. C79-8404
Bryant v. Wyndham Int'l., Inc. (Energy Surcharge Litig.)	Cal. Super. Ct., Nos. GIC 765441, GIC 777547 (Consolidated)
In re USG Corp. (Asbestos Related Bankruptcy)	Bankr. D. Del., No. 01-02094-RJN
Thompson v. Metropolitan Life Ins. Co. (Race Related Sales Practices Litig.)	S.D. N.Y., No. 00-CIV-5071 HB
Ervin v. Movie Gallery Inc. (Extended Viewing Fees)	Tenn. Ch. Fayette Co., No. CV-13007
Peters v. First Union Direct Bank (Credit Card Litig.)	M.D. Fla., No. 8:01-CV-958-T-26 TBM
National Socialist Era Compensation Fund	Republic of Austria
In re Baycol Litig.	D. Minn., MDL No. 1431
Claims Conference–Jewish Slave Labour Outreach Program	German Government Initiative
Wells v. Chevy Chase Bank (Credit Card Litig.)	Cir. Ct. Md. Balt. City, No. C-99-000202
Walker v. Rite Aid of PA, Inc. (PA Act 6 Litig.)	C.P. Pa., No. 99-6210
Myers v. Rite Aid of PA, Inc. (PA Act 6 Litig.)	C.P. Pa., No. 01-2771
In re PA Diet Drugs Litig.	C.P. Pa. Phila. Co., No. 9709-3162
Harp v. Qwest Communications (Mandatory Arbitration Litig.)	Circ. Ct. Ore., No. 0110-10986
Tuck v. Whirlpool Corp. & Sears, Roebuck & Co. (Microwave Recall Litig.)	Cir. Ct. Ind. Marion Co., No. 49C01-0111-CP-002701
Allison v. AT&T Corp. (Mandatory Arbitration Litig.)	1st Jud. D.C. N.M., No. D-0101-CV-20020041
Kline v. The Progressive Corp.	Cir. Ct. Ill. Johnson Co., No. 01-L-6
Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc. (Milk Price Fixing)	Cir. Ct. Ill. Cook Co., No. 00-L-9664
In re Columbia/HCA Healthcare Corp. (Billing Practices Litig.)	M.D. Tenn., MDL No. 1227
Foultz v. Erie Ins. Exchange (Auto Parts Litig.)	C.P. Pa., No. 000203053
Soders v. General Motors Corp. (Marketing Initiative Litigation)	C.P. Pa., No. CI-00-04255
Nature Guard Cement Roofing Shingles Cases	Cal. Super. Ct., J.C.C.P. No. 4215
Curtis v. Hollywood Entm't Corp. (Additional Rental Charges)	Wash. Super. Ct., No. 01-2-36007-8 SEA
Defrates v. Hollywood Entm't Corp.	Cir. Ct. Ill. St. Clair. Co., No. 02L707
Pease v. Jasper Wyman & Son, Merrill Blueberry Farms Inc., Allen's Blueberry Freezer Inc. & Cherryfield Foods Inc.	Me. Super. Ct., No. CV-00-015

West v. G&H Seed Co. (Crawfish Farmers Litig.)	27th Jud. D. Ct. La., No. 99-C-4984-A
Linn v. Roto-Rooter Inc. (Miscellaneous Supplies Charge)	C.P. Ohio, No. CV-467403
McManus v. Fleetwood Enter., Inc. (RV Brake Litigation)	D. Ct. Tex., No. SA-99-CA-464-FB
Baiz v. Mountain View Cemetery (Burial Practices)	Cal. Super. Ct., No. 809869-2
Stetser v. TAP Pharm. Prods, Inc. & Abbott Laboratories (Lupron Price Litigation)	N.C. Super. Ct., No. 01-CVS-5268
Richison v. Am. Cemwood Corp. (Roofing Durability Settlement)	Cal. Super. Ct., No. 005532
Cotten v. Ferman Mgmt. Servs. Corp.	13th Jud. Cir. Fla., No. 02-08115
In re Pittsburgh Corning Corp. (Asbestos Related Bankruptcy)	Bankr. W.D. Pa., No. 00-22876-JKF
Mostajo v. Coast Nat'l Ins. Co.	Cal. Super. Ct., No. 00 CC 15165
Friedman v. Microsoft Corp. (Antitrust Litigation)	Ariz. Super. Ct., No. CV 2000-000722
Multinational Outreach - East Germany Property Claims	Claims Conference
Davis v. Am. Home Prods. Corp. (Norplant Contraceptive Litigation)	Civ. D. Ct. La., Div. K, No. 94-11684
Walker v. Tap Pharmaceutical Prods., Inc. (Lupron Price Litigation)	N.J. Super. Ct., No. CV CPM-L-682-01
Munsey v. Cox Communications (Late Fee Litigation)	D. Ct., La., Div. E, Sec. 9, No. 97 19571
Gordon v. Microsoft Corp. (Antitrust Litigation)	4th Jud. D. Ct. Minn., No. 00-5994
Clark v. Tap Pharmaceutical Prods., Inc.	5th Dist. App. Ct. Ill., No. 5-02-0316
Fisher v. Virginia Electric & Power Co.	E.D. Va., No 3:02-CV-431
Mantzouris v. Scarritt Motor Group, Inc.	M.D. Fla., No. 8:03-CV-0015-T-30-MSS
Johnson v. Ethicon, Inc. (Product Liability Litigation)	Cir. Ct. W. Va. Kanawha Co., Nos. 01-C-1530, 1531, 1533, 01-C-2491 to 2500
Schlink v. Edina Realty Title	4th Jud. D. Ct. Minn., No. 02-018380
Tawney v. Columbia Natural Res. (Oil & Gas Lease Litigation)	Cir. Ct. W. Va. Roane Co., No. 03-C-10E
White v. Washington Mutual, Inc. (Pre-Payment Penalty Litigation)	4th Jud. D. Ct. Minn., No. CT 03-1282
Acacia Media Techs. Corp. v. Cybernet Ventures Inc, (Patent Infringement Litigation)	C.D. Cal., SACV03-1803 GLT (Anx)
Bardessono v. Ford Motor Co. (15 Passenger Vans)	Wash. Super. Ct., No. 32494
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Poor v. Sprint Corp. (Fiber Optic Cable Litigation)	Cir. Ct. Ill. Madison Co., 99-L-421
Thibodeau v. Comcast Corp.	E.D. Pa., No. 04-CV-1777
Cazenave v. Sheriff Charles C. Foti (Strip Search Litigation)	E.D. La., No. 00-CV-1246
National Assoc. of Police Orgs., Inc. v. Second Chance Body Armor, Inc. (Bullet Proof Vest Litigation)	Cir. Ct. Mich. Antrim Co., 04-8018-NP
Nichols v. SmithKline Beecham Corp. (Paxil)	E.D. Pa., No. 00-6222
Yacout v. Federal Pacific Electric Co. (Circuit Breaker)	N.J. Super. Ct., No. MID-L-2904-97
Lewis v. Bayer AG (Baycol)	1st Jud. Dist. Ct. Pa., No. 002353

In re Educ. Testing Serv. PLT 7-12 Test Scoring Litig.	E.D. La., MDL-1643
Stefanyshyn v. Consol. Indus. Corp. (heat exchanger)	Ind. Super. Ct., No. 79 D 01-9712-CT-59
Barnett v. Wal-Mart Stores, Inc.	Wash. Super. Ct., No. 01-2-24553-8 SEA
In re Serzone Prods. Liability Litig.	S.D. W. Va., MDL No. 1477
Ford Explorer Cases	Cal. Super. Ct., JCCP Nos. 4226 & 4270
In re Solutia Inc. (Bankruptcy)	S.D. N.Y., No. 03-17949-PCB
In re Lupron Marketing & Sales Practices Litig.	D. Mass., MDL No.1430
Morris v. Liberty Mutual Fire Ins. Co.	D. Okla., No. CJ-03-714
Bowling, et al. v. Pfizer Inc. (Bjork-Shiley Convexo-Concave Heart Valve)	S.D. Ohio, No. C-1-91-256
Thibodeaux v. Conoco Philips Co.	D. La., No. 2003-481
Morrow v. Conoco Inc.	D. La., No. 2002-3860
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Perry v. Mastercard Int'l Inc.	Ariz. Super. Ct., No. CV2003-007154
Brown v. Credit Suisse First Boston Corp.	C.D. La., No. 02-13738
In re Unum Provident Corp.	D. Tenn. No. 1:03-CV-1000
In re Ephedra Prods. Liability Litig.	D. N.Y., MDL-1598
Chesnut v. Progressive Casualty Ins. Co.	Ohio C.P., No. 460971
Froeber v. Liberty Mutual Fire Ins. Co.	Cir. Ct. Ore., No. 00C15234
Luikart v. Wyeth Am. Home Prods. (Hormone Replacment)	Cir. Ct. W. Va., No. 04-C-127
Salkin v. MasterCard Int'l Inc. (Pennsylvania)	Pa. C.P., No. 2648
Rolnik v. AT&T Wireless Servs., Inc.	N.J. Super. Ct., No. L-180-04
Singleton v. Hornell Brewing Co. Inc.	No. BC 288 754
Becherer v. Qwest Commc'ns Int'l, Inc.	Cir. Ct. Ill. Clair Co., No. 02-L140
Clearview Imaging v. Progressive Consumers Ins. Co.	Cir. Ct. Fla. Hillsborough Co., No. 03-4174
Mehl v. Canadian Pacific Railway, Ltd	D. N.D., No. A4-02-009
Murray v. IndyMac Bank. F.S.B	N.D. Ill., No. 04 C 7669
Gray v. New Hampshire Indemnity Co., Inc.	Cir. Ct. Ark., No. CV-2002-952-2-3
George v. Ford Motor Co.	M.D. Tenn., No. 3:04-0783
Allen v. Monsanto Co.	Cir. Ct. W.Va., No 041465
Carnegie v. Household Int'l, Inc.	N. D. Ill., No. 98-C-2178
Daniel v. AON Corp.	Cir. Ct. Ill., No. 99 CH 11893
In re Royal Ahold Securities and "ERISA" Litig.	D. Md., MDL 1539
In re Pharmaceutical Industry Average Wholesale Price Litig.	D. Mass., MDL 1456
Meckstroth v. Toyota Motor Sales, U.S.A., Inc.	24th J.D.C. No. 583-318, Division O
Walton v. Ford Motor Co.	Cal. Super. Ct., No. SCVSS 126737
Hill v. State Farm Mutual Auto Ins. Co.	Cal. Super. Ct., No. BC 194491

First State Orthopaedics et al. v. Concentra, Inc., et al.	E.D. Pa. No. 2:05-CV-04951-AB
Sauro v. Murphy Oil USA, Inc.	E.D. La., No. 05-4427
In re High Sulfur Content Gasoline Prods. Liability Litig.	E.D. La., MDL No. 1632
Homeless Shelter Compensation Program	City of New York
Rosenberg v. Academy Collection Service, Inc.	E.D. Pa., No. 04-CV-5585
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In re Vivendi Universal, S.A. Securities Litig.	S.D. N.Y., No. 02-CIV-5571 RJH
Desportes v. American General Assurance Co.	Ga. Super. Ct., No. SU-04-CV-3637
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Baxter v. The Attorney General of Canada (Residential School Attendees)	Ont. Super. Ct., 00-CV-192059 CPA
McNall v. Mastercard Int'l, Inc. (Currency Conversion Fees)	13th Tenn. Jud. Dist. Ct. Memphis
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Spence v. Microsoft Corp. (Antitrust Litig.)	Cir. Ct. Wis. Milwaukee Co., No. 00-CV-003042
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Schwab v. Philip Morris USA, Inc.	E.D. N.Y., CV-04-1945
Zarebski v. Hartford Insurance Co. of the Midwest	Cir. Ct. Ark., No. CV-2006-409-3
In re Parmalat Securities Litig.	S.D. N.Y., MDL No. 1653 (LAK)
Beasley v. The Reliable Life Insurance Co.	Cir. Ct. Ark., No. CV-2005-58-1
Satterfield v. Simon & Schuster	N.D. Cal., No. C-06-2893-CW
Govt. Employees Hospital Assoc. v. Serono Int., S.A.	D. Mass., 06-CA-10613-PBS
Gunderson v. F.A. Richard & Associates, Inc., et al.	14th Jud. D. Ct. La., No. 2004-2417-D
Perez v. Manor Care of Carrollwood	13th Jud. Cir. Fla., No. 06-00574-E

Pope v. Manor Care of Carrollwood	13th Jud. Cir. Fla., No. 06-01451-B

Schedule 2

In re Residential Schools Settlement
PHASE II - Notice File Key Code

Code	Definition
EXC2-ENG	Opt Out Form
IND-COV2-ENG	Cover Letter for Mailing to Individuals
IND-DET2-ENG	Detailed Notice for Website
IND-ENV2-ENG	Mailing Envelope
IND-FAX2-ENG	Fax Cover Letter to First Nations and other communities
IND-FAX-EDI2-ENG	Fax Cover Letter for Press Release to Media Editors
IND-FAX-ORG2-ENG	Fax Cover Letter to Organizations
IND-FAX-RAD2-ENG	Fax Cover Letter to Radio and TV stations and networks
IND-LAW-COV2-ENG	Cover Letter to Lawyers
IND-MAI2-ENG	Summary Notice for Mailing (Feather)
IND-MAI-DET2-ENG	Detailed Notice for Mailing
IND-ORG-COV2-ENG	Cover Letter for Mailing to Organizations
IND-PR2-ENG	Informational Press Release
IND-PUB2-ENG	Summary Notice for Publication (Feather)
IND-QP-COV2-ENG	Cover Letter for Mailing to Individuals with Pending Lawsuits in Quebec
IND-QP-LAW-COV2-ENG	Cover Letter to Lawyers with clients with lawsuits pending in Quebec
IND-QP-MAI2-ENG	Feather Summary Notice for Mailing to clients with lawsuits pending in Quebec
IND-RAD2-ENG	Radio Notices (Flute)
IND-TV2-ENG	Television Notice (Feather)
INU-COV2-ENG	Cover Letter for Mailing to Individuals
INU-DET2-ENG	Detailed Notice for Website
INU-ENV2-ENG	Mailing Envelope
INU-FAX2-ENG	Fax Cover Letter
INU-FAX-EDI2-ENG	Fax Cover Letter to Media Editors
INU-FAX-ORG2-ENG	Fax Cover Letter in English to Organizations
INU-FAX-RAD2-ENG	Fax Cover Letter to Radio & TV stations and networks
INU-LAW-COV2-ENG	Cover Letter to Lawyers
INU-MAI2-ENG	Summary Notice for Mailing (Qulliq)
INU-MAI-DET2-ENG	Detailed Notice for Mailing
INU-ORG-COV2-ENG	Cover Letter for Mailing to Organizations
INU-PR2-ENG	Informational Press Release
INU-PUB2-ENG	Summary Notice for Publication (Qulliq)
INU-QP-COV2-ENG	Cover Letter for Mailing to Individuals with Pending Lawsuits in Northern Quebec
INU-QP-LAW-COV2-ENG	Cover Letter to Lawyers with lawsuits pending in Northern Quebec
INU-QP-MAI2-ENG	Summary Notice for Mailing to clients with lawsuits pending in Northern Quebec (Qulliq)
INU-RAD2-ENG	Radio Notices (Drum)
INU-TV2-ENG	Television Notice (Qulliq)

NOTES:
ALL INU codes reflect graphics and content for Inuit culture
ALL IND codes reflect graphics and content for Indian, Métis and other cultures.

OPT OUT FORM

DO NOT FILL OUT THIS FORM IF YOU WANT TO APPLY FOR MONEY FROM THE SETTLEMENT. If you would like to stay in the *In re Residential Schools Class Action* settlement so that you may apply for a payment (former student), or take part in the other benefits (former students and family members), don't fill out this form. This form is for removing yourself (opting out) only. You may consult with a lawyer before you fill this out.

I want to be removed (opted out) from the settlement. I understand that if I opt out, I will not be able to get any money from this settlement—no CEP payment and no IAP payment—however I will keep any rights I may have to sue the Government or the Churches about residential schools, on my own.

I am a: ☐ *Former Student* ☐ *Family Member (but not a Former Student)*

I lived at a residential school: ☐ *Yes* ☐ *No*

I am: ☐ *First Nations* ☐ *Inuit* ☐ *Métis* ☐ *Other*

PLEASE PRINT:

_____ _____
Name *Date of Birth (day/month/year)*

_____ _____
Address *City*

_____ _____ _____
Province/Territory *Postal Code* *Telephone Number*

_____
Other Name(s), for example your maiden name, or any name you may have been known by in school records

_____ _____
School(s) attended *During what year(s)*

_____ _____
School(s) attended *During what year(s)*

_____ _____
School(s) attended *During what year(s)*

_____ _____
Signature *Date*

If you want to opt out, you must mail this form, postmarked by **Month 00, 2007**, to:

Residential Schools Opt Outs
Suite 3-505, 133 Weber St. North
Waterloo, Ontario, N2J 3G9

THIS IS NOT A CLAIM FORM. If you would like to receive a claim form so that you can apply for a payment, do not fill out this Opt Out Form. Instead, call 1-866-879-4913 to register to receive a claim form by mail when it is ready. Claim forms will be mailed after Month 00, 2007.

—Keep a copy of this form for your records before you mail it—

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

Official Court Notice

Month 00, 2007

The Indian residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Read the enclosed notices about these options carefully. The notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

The Indian residential schools settlement has been approved.

Please read this detailed notice.

This is a court authorized notice. This is not a solicitation from a lawyer.

The Indian residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out. The settlement provides:

- At least $1.9 billion for "common experience" payments for former students who lived at the schools;
- A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between $5,000 and $275,000 each—or more money if they can also show a loss of income; and
- To benefit former students and families: $125 million to the Aboriginal Healing Foundation for healing programmes; $60 million for truth and reconciliation to document and preserve the experiences of survivors; and $20 million for national and community commemorative projects.

Family members who were not students will not get payments.

More details about these benefits are provided in the settlement agreement which is available by calling 1-866-879-4913, or going to www.residentialschoolsettlement.ca.

YOUR OPTIONS NOW:	
REQUEST A CLAIM FORM	If you are a former student and want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead, call now to register and a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.
REMOVE YOURSELF (OPT OUT)	If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form postmarked by **Month 00, 2007**.
DO NOTHING	Get no payment. Give up rights to sue.

These rights and options are explained in this notice. Please read carefully.

Have a Lawsuit in Québec? If you have your own residential schools lawsuit pending in Québec, *see* question 30 and talk to your lawyer immediately about your options.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

What This Notice Contains

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2. What is the lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?
5. What is the status of the settlement?

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7. Are day students part of the settlement?
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13. What about families of former students?
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16. Can I get a payment if I previously brought an abuse claim?
17. What about my abuse claim in the Government's ADR process?
18. Who is eligible for the Independent Assessment Process (IAP)?
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36. How do I get more information?

BASIC INFORMATION

1. Why was this notice issued?

You have a right to know about a settlement of class action lawsuits and about your options. This notice explains the lawsuits, the settlement, and your legal rights. Multiple Courts in Canada, (the "Courts") are overseeing all of the various lawsuits and class action lawsuits together known as *In re Residential Schools Class Action Litigation*. The "Defendants" are the Government of Canada ("Government") and various church-related entities including: The General Synod of the Anglican Church of Canada, The Dioceses of the Anglican Church of Canada, The Presbyterian Church in Canada, The United Church of Canada, The Methodist Church of Canada, and various Catholic entities (together called the "Churches").

2. What is the lawsuit about?

Residential schools were boarding schools for Aboriginal children that operated throughout Canada for over a century. Canada and religious organizations operated the schools. Harms and abuses were committed against the children. Various lawsuits were started against the Government, the Churches, and others, based on the operation and management of residential schools in Canada.

3. Why is this a class action?

In a class action one or more people called "class representatives" sue on behalf of people who have similar claims. All of these people are a "Class." The courts resolve the issues for everyone affected; except for those who remove themselves (opt out) from the Class.

4. Why is there a settlement?

Both sides agreed to a settlement to avoid the delays, costs, and risks of trials. The AFN, the Government of Canada, the Churches, as well as the class representatives and the lawyers representing them think the settlement is best for former students and their families.

5. What is the status of the settlement?

Notices were issued in June, July, and August of 2006, and then hearings were held across Canada. The Courts considered all objections to the settlement and then approved it. Now, former students and their families must decide whether to remove themselves (opt out) from the settlement. Former students who stay in the settlement may request a claim form be sent to them as soon as it is ready. Then, shortly after the opt out deadline of **Month 00, 2007**, claim forms will be mailed to former students, and then payments to those who submit valid claim forms can begin. There is a chance that if too many people opt out, the settlement will not be implemented, and no payments will ever be issued.

WHO IS COVERED BY THE SETTLEMENT?

There are approximately 80,000 living Aboriginal former students of the residential school system.

6. How do I know if I am part of the settlement?

The settlement includes former students of recognized residential schools in Canada and their family members. This includes Aboriginal people from First Nations, Inuit, Inuvialuit, and Métis communities. Those who resided at the schools and family members of former students are all included in the settlement, but may be eligible for different benefits.

7. Are day students part of the settlement?

If you attended during the day but did not live at a residential school you are not a Class member. However, if you were allowed to be on school grounds to take part in school activities you may be able to make a claim if you were abused. *See* question 18.

8. Which schools are included?

The list of recognized residential schools and hostels is available at www.residentialschoolsettlement.ca or by calling toll-free 1-866-879-4913. If you attended a residential school not on the list, you may ask that it be added. Submit the name of the school and any relevant information about it at the website or by writing to: Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. The Government will research the proposed institution and determine whether it should be added to the list. If a school you suggest is not added, you may appeal that decision.

9. What if I have my own lawsuit against the Government and/or Churches?

You are included in this settlement even if you have a separate residential schools lawsuit. However, if you have a residential schools lawsuit currently pending in Québec *see* question 30 below. Read this notice carefully and talk to your lawyer as soon as possible to see how it will affect your rights to continue with your lawsuit.

10. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included, you may call 1-866-879-4913 with questions.

THE SETTLEMENT BENEFITS—WHAT YOU GET

11. What does the settlement provide?

The settlement provides:

- **Common Experience Payment ("CEP") Fund** – At least $1.9 billion, plus interest, will be made available for lump sum payments to former students who lived at one of the residential schools. Payments will be $10,000 for the first school year (or part of a school year), plus $3,000 for each school year (or part of a school year) after that. If there is not enough money in the fund to pay all valid claims, the Government will add money to the fund. However, if there is any money remaining in the CEP fund after all valid claims are paid: (1) if the amount is less than $40,000,000, all of the remaining money will be given to the National Indian Brotherhood Trust Fund and to the Inuvialuit Education Foundation for educational programmes for all First Nations, Inuit, Inuvialuit, and Métis people; (2) if the amount is greater than $40,000,000, former students who submit valid claim forms will get an equal share of "Personal Credits," not cash, up to a maximum of $3,000. These credits can be used for personal, family, or group education services. Any balance remaining in the CEP fund after paying the Personal Credits will be paid to the National Indian Brotherhood Trust Fund and to the Inuvialuit Education Foundation for educational programmes for former students and their families.
- **Independent Assessment Process ("IAP")** – A new independent assessment process (replacing the Government's ADR process - *See* question 17) allows those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to qualify for between $5,000 and $275,000 each. More may be awarded if you also show a loss of income. Altogether, the maximum IAP amount is $430,000. Awards are based on a point system for different abuses and

resulting harms. The more points the greater the payment. There is a review process if you don't agree with the amount granted to you. Up to $15,000 for future care is available, and a contribution of 15% of the total award to help with legal costs is also available.

- **Healing Fund** – $125 million will be given to the Aboriginal Healing Foundation for a five year period to fund healing programmes for former students and their families. This is in addition to the $390 million that the Government has previously funded to establish the Aboriginal Healing Foundation for the benefit of both living former students and the families of deceased students.
- **Truth and Reconciliation Fund** – $60 million to research, document, and preserve the experiences of the survivors and their families for future generations.
- **Commemoration Fund** – $20 million for national and community commemorative projects.

More details are in a document called the Settlement Agreement which is available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913.

12. Who can get a common experience payment (CEP)?

All former students who lived at a residential school and who were alive on May 30, 2005, are eligible for a CEP. Also, any former student who attended the Mohawk Institute Residential Boarding School in Brantford, Ontario between 1922 and 1969, and was alive on October 5, 1996, is also eligible for a CEP.

13. What about families of former students?

Family members of residential school students will not receive payments unless the student recently died (*see* question 12). However, family members will be able to take advantage of the healing, education and other programmes funded by the settlement.

14. Will my social assistance benefits be affected if I take the CEP?

The Government is working with provincial and territorial governments, and federal departments to try to ensure that any payment you receive will not affect the amount, nature, or duration of any social benefits or social assistance benefits received by former students.

15. Will the CEP be taxable?

No. The Government has determined that CEP payments will not be taxable.

16. Can I get a payment if I previously brought an abuse claim?

Yes, even if you already won, lost, or settled an abuse claim, either in court, by negotiation, or under the Government's alternative dispute resolution ("ADR") process, you are still eligible for a CEP and it's possible that you may qualify for additional money under the new IAP. Check with your lawyer.

17. What about my abuse claim in the Government's ADR process?

Since the settlement was approved by all the Courts, all applications to the current ADR process have ended. Anyone who applied to the ADR process before Month 00, 2006, now has a choice to continue in the ADR process or apply to the IAP. More detailed information on the IAP is in Schedule D of the Settlement Agreement which is available at www.residentialschoolsettlement.ca.

18. Who is eligible for the Independent Assessment Process (IAP)?

If you suffered sexual or serious physical abuse, or other abuses that caused serious psychological effects, you may be eligible if: (a) you are a former student who attended and lived at a residential school; or (b) you were invited to take part in an authorized school activity (while under the age of 21) even if you did not live at a school. You may need a lawyer to help you with an IAP claim.

19. Can I get a CEP if I also have an IAP claim?

Yes. CEP payments are in addition to any payments for serious abuse claims under the IAP.

20. Will mental health and emotional support services continue?

Yes, the settlement provides that mental health and emotional support services will be available to CEP recipients and to those former students resolving abuse claims through the IAP, as well as those participating in truth and reconciliation, or commemorative projects. Call 1-866-925-4419.

21. What am I giving up in exchange for the settlement benefits?

All former students and family members who do not remove themselves (*see* "Removing Yourself from the Settlement" below) will be releasing the Government and the Churches, and all related people and entities, from all legal claims pertaining to residential schools. The "released" claims are described in Article 11, starting on page 58, of the Settlement Agreement available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. The full Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read the whole thing carefully, and talk to a lawyer if you have questions about the released claims or what they mean. The lawyers involved in the settlement are listed at www.residentialschoolsettlement.ca.

How to Get a Payment

22. How can I get a payment?

If you are a former student just call 1-866-879-4913 or go to the website and register to have a claim form mailed to you. Claim forms will be mailed after Month 00, 2007. When the claim form arrives, fill it out and send it back.

23. What if I don't have any records?

Don't worry. When you get the claim form, fill it out and send it back. The Government will use all the school records it has to verify your claim. If more information is needed, you may be contacted.

24. When will I get a payment?

The legal process is moving as fast as possible. First former students and their families have until **Month 00, 2007**, to remove themselves from the settlement. After that, claim forms will be mailed to former students who request one after seeing this notice. After you return your completed claim form, it will be processed promptly, and if you are eligible, a payment will be issued. Please be patient, and check www.residentialschoolsettlement.ca for updates.

25. What about advance payments on the CEP?

As of December 31, 2006, the Government is no longer accepting applications for the Advance Payment Program. **Important**: if you received an advance payment you will still need to fill out a claim form to get the full CEP payment you are eligible for.

REMOVING YOURSELF (OPTING OUT) FROM THE SETTLEMENT

If you don't want a payment, or you think you can get more money than the settlement provides by suing on your own, then you must take steps to remove yourself. This is called opting out.

26. If I opt out, can I get money from this settlement?

No. If you opt out you will not get any settlement payment—no CEP and no IAP money. You will not be bound by anything that happens in this settlement. Your only option will be to sue the Government or the Churches, on your own. You will only keep your rights to do that if you opt out. Please check with a lawyer before opting out.

27. If I don't opt out, can I sue later?

No. By staying in the settlement, you give up the right to sue the Government, the Churches, or any Defendant in the class actions, over anything to do with residential schools. You must opt out from *this* Class to start your own lawsuit. Remember, the opt out deadline is **Month 00, 2007**.

28. How do I opt out of the settlement?

To remove yourself, you must send in an Opt Out Form. You can get one at www.residentialschoolsettlement.ca. You must mail your Opt Out Form postmarked by **Month 00, 2007** to: Residential Schools Opt Outs, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. Keep a copy of your completed Opt Out Form.

29. Can family members opt out from the settlement?

Yes, family members can opt out of the settlement. Family members who opt out will not be bound by anything that happens in this settlement; however the only option they will have is to sue the Government or the Churches, on their own.

30. What if I have a lawsuit pending in Québec?

The process is quite different if you have a residential schools lawsuit going on in Québec. You must stop *that* lawsuit before **Month 00, 2007**, or else you will automatically be removed (opted out) from *this* settlement and you won't get a payment from this settlement. Check with your lawyer right away.

THE LAWYERS

31. Do I have a lawyer in the case?

The Court website, www.residentialschoolsettlement.ca, lists the law firms that signed onto the settlement, representing former students and family members. If you want to, you may contact one of the lawyers on the list for advice.

32. Will I have to pay a lawyer to get a CEP?

You don't need to hire and pay a lawyer to submit a claim to get a CEP. The lawyers on the list at the website have agreed not to charge a fee to help their clients apply for a CEP. Please note they are not obligated to represent new clients. But, if you have already hired a lawyer, ask if he/she will help you get a CEP without charging you a fee—he/she may be required to do so.

33. How will the lawyers be paid?

The Government will pay the lawyers listed at the website for their work on the settlement. These payments to the lawyers will not reduce the money available for former students.

34. Will I have to pay a lawyer to get an IAP payment?

You may hire a lawyer to help you to make a claim under the IAP for a serious abuse. The IAP process can be complex and you should have a lawyer assist you. Lawyers, who may include the same lawyers listed at the website, will charge you additional fees for any IAP payment you get. If you are represented by a lawyer, your IAP payment will be adjusted by the Government to provide an extra 15% towards any fee a lawyer may charge you, but you must pay anything beyond that, up to an additional 15%, plus taxes.

IF YOU DO NOTHING

35. What happens if I do nothing at all?

If you don't remove yourself before **Month 00, 2007**, you can't sue the Defendants about residential schools on your own, ever again. Payments are not automatic. If you never fill out and submit a claim form after it becomes available, you'll get no money from this settlement. There will be a four-year period to submit a claim form. The claim form will identify the deadline.

GETTING MORE INFORMATION

36. How do I get more information?

This notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. You may also call, or write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9.

Notice Administrator for Canadian Courts
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario, N2J 3G9

Indian Residential Schools Settlement Notice - Update

Official Court Notice

FAX

Attn: Chief/Mayor and Councilors

Indian residential schools settlement – Official Court Notice

All of the Courts have approved the Indian residential schools settlement. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out).

Read the attached notice about these options carefully. The notice describes the settlement benefits and how to get them for those who stay in, and explains what it means to opt out and how to opt out.

We are asking for your help to distribute these important notices, as you are able, because the legal rights of former students of Indian residential schools and their families are affected. Also, please post the notice in a prominent place where the community will be able to view it and feel free to print it in any newsletter you may publish.

Learn more by calling toll free 1-866-879-4913 (linked to crisis line services), or by visiting the Court website at www.residentialschoolsettlement.ca. Your office will receive a package by mail with a more detailed notice document, which people may also refer to.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

FAX

Attn: Editor

PRESS RELEASE: Courts to issue further notice to former students of Canada's Indian residential schools: The settlement has been approved by the Courts and former students and family members have a choice to make.

Former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Notices have been issued describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

We are asking for your help to inform former students of Indian residential schools and their families that their legal rights are affected by the settlement. Please help us, as you are able, by publishing a story in an upcoming edition of your publication. See the attached Court-ordered press release.

Learn more by calling toll free 1-866-879-4913, or by visiting the Court website at www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

FAX

<Insert Organization>
Attn: Executive Director

PRESS RELEASE: Courts to issue further notice to former students of Canada's Indian residential schools: The settlement has been approved by the Courts and former students have a choice to make.

Former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Notices have been issued describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

We are asking for your help to distribute or make available this important information, as you are able. See the attached Court-ordered press release. Please feel free to print information regarding the settlement in any newsletter you may publish, or post the press release or a link to the Court website for the settlement, www.residentialschoolsettlement.ca, at any website you host.

Learn more by calling toll free 1-866-879-4913 (linked to crisis line services) or by visiting the Court website at www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

FAX: <Insert Fax Number>

<Insert Station/Network>
Attn: Station/Network Manager

PRESS RELEASE: Courts to issue further notice to former students of Canada's Indian residential schools: The settlement has been approved by the Courts and former students and family members have a choice to make.

Former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Notices have been issued describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

We are asking for your help to inform former students of Indian residential schools and their families that their legal rights are affected by the settlement. Please help us, as you are able, by broadcasting a public service announcement or informing the public through a talk show on the radio stations you oversee. See the attached Court-ordered press release.

Learn more by calling toll free 1-866-879-4913, or by visiting the Court website at www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

Month 00, 2007

The Indian residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. The enclosed notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

Read the notices carefully and provide copies to anyone you represent who may be a class member. To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

The Indian residential schools settlement has been approved. The healing continues.

The Indian residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out). This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out.

The settlement provides:

1) At least $1.9 billion for "common experience" payments to former students who lived at one of the schools. Payments will be $10,000 for the first school year (or part of a school year) plus $3,000 for each school year (or part of a school year) after that.

2) A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between $5,000 and $275,000 each—or more money if they can show a loss of income.

3) Money for programmes for former students and their families for healing, truth, reconciliation, and commemoration of the residential schools and the abuses suffered: $125 million for healing; $60 million to research, document, and preserve the experiences of the survivors; and $20 million for national and community commemorative projects.

You won't have to show you were abused to get a common experience payment, and you can get one even if you had an abuse lawsuit, and even if you won, settled, or lost.

Eligible former students who stay in the settlement can get a payment from it. Family members who were not students will not get payments. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools.

If you want to stay in the settlement and receive a payment from it, complete and return the claim form when it is sent to you. If you received this notice in the mail, you will receive a claim form after Month 00, 2007.

If you opt out from the settlement you will not get any payment from it. However, former students or family members who opt out will keep any rights they may have to sue over residential schools.

To opt out, you must complete, sign, and mail the enclosed Opt Out Form postmarked by **Month 00, 2007**.

You don't have to hire a lawyer to opt out, but you may want to consult one before you do. If you stay in the settlement, you don't have to hire and pay a lawyer to get a common experience payment. Of course, you may hire your own lawyer and pay that lawyer to represent you with an abuse claim.

For more information read the enclosed detailed notice, go to www.residentialschoolsettlement.ca where you will find the complete settlement agreement, call 1-866-879-4913, or write to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9.

Your Options Now

Await a Claim Form

If you are a former student and you want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.

Remove Yourself (Opt Out)

If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form postmarked by **Month 00, 2007**.

Do Nothing: get no payment, give up rights to sue.

1-866-879-4913
www.residentialschoolsettlement.ca

The Indian residential schools settlement has been approved.

Please read this detailed notice.

This is a court authorized notice. This is not a solicitation from a lawyer.

The Indian residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out. The settlement provides:

- At least $1.9 billion for "common experience" payments for former students who lived at the schools;
- A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between $5,000 and $275,000 each—or more money if they can also show a loss of income; and
- To benefit former students and families: $125 million to the Aboriginal Healing Foundation for healing programmes; $60 million for truth and reconciliation to document and preserve the experiences of survivors; and $20 million for national and community commemorative projects.

Family members who were not students will not get payments.

More details about these benefits are provided in the settlement agreement which is available by calling 1-866-879-4913, or going to www.residentialschoolsettlement.ca.

YOUR OPTIONS NOW:	
AWAIT A CLAIM FORM	If you are a former student and want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead, a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.
REMOVE YOURSELF (OPT OUT)	If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must remove yourself (opt out) by submitting an Opt Out Form postmarked by **Month 00, 2007**.
DO NOTHING	Get no payment. Give up rights to sue.

These rights and options are explained in this notice. Please read carefully.

Have a Lawsuit in Québec? If you have your own residential schools lawsuit pending in Québec, the process is different - *see* question 30 and talk to your lawyer immediately about your options.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

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BASIC INFORMATION

1. Why was this notice issued?

You have a right to know about a settlement of class action lawsuits and about your options. This notice explains the lawsuits, the settlement, and your legal rights. Multiple Courts in Canada, (the "Courts") are overseeing all of the various lawsuits and class action lawsuits together known as *In re Residential Schools Class Action Litigation*. The "Defendants" are the Government of Canada ("Government") and various church-related entities including: The General Synod of the Anglican Church of Canada, The Dioceses of the Anglican Church of Canada, The Presbyterian Church in Canada, The United Church of Canada, The Methodist Church of Canada, and various Catholic entities (together called the "Churches").

2. What is the lawsuit about?

Residential schools were boarding schools for Aboriginal children that operated throughout Canada for over a century. Canada and religious organizations operated the schools. Harms and abuses were committed against the children. Various lawsuits were started against the Government, the Churches, and others, based on the operation and management of residential schools in Canada.

3. Why is this a class action?

In a class action one or more people called "class representatives" sue on behalf of people who have similar claims. All of these people are a "Class." The courts resolve the issues for everyone affected; except for those who remove themselves (opt out) from the Class.

4. Why is there a settlement?

Both sides agreed to a settlement to avoid the delays, costs, and risks of trials. The AFN, the Government of Canada, the Churches, as well as the class representatives and the lawyers representing them think the settlement is best for former students and their families.

5. What is the status of the settlement?

Notices were issued in June, July, and August of 2006, and then hearings were held across Canada. The Courts considered all objections to the settlement and then approved it. Now, former students and their families must decide whether to remove themselves (opt out) from the settlement. Then, shortly after the opt out deadline of **Month 00, 2007**, claim forms will be available for former students, and then payments to those who submit valid claim forms can begin. There is a chance that if too many people opt out, the settlement will not be implemented, and no payments will ever be issued.

WHO IS COVERED BY THE SETTLEMENT?

There are approximately 80,000 living Aboriginal former students of the residential school system.

6. How do I know if I am part of the settlement?

The settlement includes former students of recognized residential schools in Canada and their family members. This includes Aboriginal people from First Nations, Inuit, Inuvialuit, and Métis communities. Those who resided at the schools and family members of former students are all included in the settlement, but may be eligible for different benefits.

7. Are day students part of the settlement?

If you attended during the day but did not live at a residential school you are not a Class member. However, if you were allowed to be on school grounds to take part in school activities you may be able to make a claim if you were abused. *See* question 18.

8. Which schools are included?

The list of recognized residential schools and hostels is available at www.residentialschoolsettlement.ca or by calling toll-free 1-866-879-4913. If you attended a residential school not on the list, you may ask that it be added. Submit the name of the school and any relevant information about it at the website or by writing to: Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. The Government will research the proposed institution and determine whether it should be added to the list. If a school you suggest is not added, you may appeal that decision.

9. What if I have my own lawsuit against the Government and/or Churches?

You are included in this settlement even if you have a separate residential schools lawsuit. However, if you have a residential schools lawsuit currently pending in Québec see question 30 below. Read this notice carefully and talk to your lawyer as soon as possible to see how it will affect your rights to continue with your lawsuit.

10. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included, you may call 1-866-879-4913 with questions.

THE SETTLEMENT BENEFITS—WHAT YOU GET

11. What does the settlement provide?

The settlement provides:

- **Common Experience Payment ("CEP") Fund** – At least $1.9 billion, plus interest, will be made available for lump sum payments to former students who lived at one of the residential schools. Payments will be $10,000 for the first school year (or part of a school year), plus $3,000 for each school year (or part of a school year) after that. If there is not enough money in the fund to pay all valid claims, the Government will add money to the fund. However, if there is any money remaining in the CEP fund after all valid claims are paid: (1) if the amount is less than $40,000,000, all of the remaining money will be given to the National Indian Brotherhood Trust Fund and to the Inuvialuit Education Foundation for educational programmes for all First Nations, Inuit, Inuvialuit, and Métis people; (2) if the amount is greater than $40,000,000, former students who submit valid claim forms will get an equal share of "Personal Credits," not cash, up to a maximum of $3,000. These credits can be used for personal, family, or group education services. Any balance remaining in the CEP fund after paying the Personal Credits will be paid to the National Indian Brotherhood Trust Fund and to the Inuvialuit Education Foundation for educational programmes for former students and their families.
- **Independent Assessment Process ("IAP")** – A new independent assessment process (replacing the Government's ADR process - *see* question 17) allows those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to qualify for between $5,000 and $275,000 each. More may be awarded if you also show a loss of income. Altogether, the maximum IAP amount is $430,000. Awards are based on a point system for different abuses and

resulting harms. The more points the greater the payment. There is a review process if you don't agree with the amount granted to you. Up to $15,000 for future care is available, and a contribution of 15% of the total award to help with legal costs is also available.

- **Healing Fund** – $125 million will be given to the Aboriginal Healing Foundation for a five year period to fund healing programmes for former students and their families. This is in addition to the $390 million that the Government has previously funded to establish the Aboriginal Healing Foundation for the benefit of both living former students and the families of deceased students.
- **Truth and Reconciliation Fund** – $60 million to research, document, and preserve the experiences of the survivors and their families for future generations.
- **Commemoration Fund** – $20 million for national and community commemorative projects.

More details are in a document called the Settlement Agreement which is available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913.

12. Who can get a common experience payment (CEP)?

All former students who lived at a residential school and who were alive on May 30, 2005, are eligible for a CEP. Also, any former student who attended the Mohawk Institute Residential Boarding School in Brantford, Ontario between 1922 and 1969, and was alive on October 5, 1996, is also eligible for a CEP.

13. What about families of former students?

Family members of residential school students will not receive payments unless the student recently died (*see* question 12). However, family members will be able to take advantage of the healing, education and other programmes funded by the settlement.

14. Will my social assistance benefits be affected if I take the CEP?

The Government is working with provincial and territorial governments, and federal departments to try to ensure that any payment you receive will not affect the amount, nature, or duration of any social benefits or social assistance benefits received by former students.

15. Will the CEP be taxable?

No. The Government has determined that CEP payments will not be taxable.

16. Can I get a payment if I previously brought an abuse claim?

Yes, even if you already won, lost, or settled an abuse claim, either in court, by negotiation, or under the Government's alternative dispute resolution ("ADR") process, you are still eligible for a CEP and it's possible that you may qualify for additional money under the new IAP. Check with your lawyer.

17. What about my abuse claim in the Government's ADR process?

Since the settlement was approved by all the Courts, all applications to the current ADR process have ended. Anyone who applied to the ADR process before Month 00, 2006, now has a choice to continue in the ADR process or apply to the IAP. More detailed information on the IAP is in Schedule D of the Settlement Agreement which is available at www.residentialschoolsettlement.ca.

18. Who is eligible for the Independent Assessment Process (IAP)?

If you suffered sexual or serious physical abuse, or other abuses that caused serious psychological effects, you may be eligible if: (a) you are a former student who attended and lived at a residential school; or (b) you were invited to take part in an authorized school activity (while under the age of 21) even if you did not live at a school. You may need a lawyer to help you with an IAP claim.

19. Can I get a CEP if I also have an IAP claim?

Yes. CEP payments are in addition to any payments for serious abuse claims under the IAP.

20. Will mental health and emotional support services continue?

Yes, the settlement provides that mental health and emotional support services will be available to CEP recipients and to those former students resolving abuse claims through the IAP, as well as those participating in truth and reconciliation, or commemorative projects. Call 1-866-925-4419.

21. What am I giving up in exchange for the settlement benefits?

All former students and family members who do not remove themselves (*see* "Removing Yourself from the Settlement" below) will be releasing the Government and the Churches, and all related people and entities, from all legal claims pertaining to residential schools. The "released" claims are described in Article 11, starting on page 58, of the Settlement Agreement available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. The full Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read the whole thing carefully, and talk to a lawyer if you have questions about the released claims or what they mean. The lawyers involved in the settlement are listed at www.residentialschoolsettlement.ca.

How to Get a Payment

22. How can I get a payment?

If you are a former student and you received this Notice in the mail, a claim form will be mailed to you after Month 00, 2007. When the claim form arrives, fill it out and send it back.

23. What if I don't have any records?

Don't worry. When you get the claim form, fill it out and send it back. The Government will use all the school records it has to verify your claim. If more information is needed, you may be contacted.

24. When will I get a payment?

The legal process is moving as fast as possible. First former students and their families have until **Month 00, 2007**, to remove themselves from the settlement. After that, claim forms will be mailed to former students. After you return your completed claim form, it will be processed promptly, and if you are eligible, a payment will be issued. Please be patient, and check www.residentialschoolsettlement.ca for updates.

25. What about advance payments on the CEP?

As of December 31, 2006, the Government is no longer accepting applications for the Advance Payment Program. **Important**: if you received an advance payment you will still need to fill out a claim form to get the full CEP payment you are eligible for.

REMOVING YOURSELF (OPTING OUT) FROM THE SETTLEMENT

If you don't want a payment, or you think you can get more money than the settlement provides by suing on your own, then you must take steps to remove yourself. This is called opting out.

26. If I opt out, can I get money from this settlement?

No. If you opt out you will not get any settlement payment—no CEP and no IAP money. You will not be bound by anything that happens in this settlement. Your only option will be to sue the Government or the Churches, on your own. You will only keep your rights to do that if you opt out. Please check with a lawyer before opting out.

27. If I don't opt out, can I sue later?

No. By staying in the settlement, you give up the right to sue the Government, the Churches, or any Defendant in the class actions, over anything to do with residential schools. You must opt out from *this* Class to start your own lawsuit. Remember, the opt out deadline is **Month 00, 2007**.

28. How do I opt out of the settlement?

To remove yourself, you must send in an Opt Out Form. If you received this notice in the mail an Opt Out Form came with it. Or you can get one at www.residentialschoolsettlement.ca. You must mail your Opt Out Form postmarked by **Month 00, 2007** to: Residential Schools Opt Outs, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. Keep a copy of your completed Opt Out Form.

29. Can family members opt out of the settlement?

Yes, family members can opt out of the settlement. Family members who opt out will not be bound by anything that happens in this settlement; however the only option they will have is to sue the Government or the Churches, on their own.

30. What if I have a lawsuit pending in Québec?

The process is quite different if you have a residential schools lawsuit going on in Québec. You must stop *that* lawsuit before **Month 00, 2007**, or else you will automatically be removed (opted out) from *this* settlement and you won't get a payment from this settlement. Check with your lawyer right away.

THE LAWYERS

31. Do I have a lawyer in the case?

The Court website, www.residentialschoolsettlement.ca, lists the law firms that signed onto the settlement, representing former students and family members. If you want to, you may contact one of the lawyers on the list for advice.

32. Will I have to pay a lawyer to get a CEP?

You don't need to hire and pay a lawyer to submit a claim to get a CEP. The lawyers on the list at the website have agreed not to charge a fee to help their clients apply for a CEP. Please note that they are not obligated to represent new clients. But if you have already hired a lawyer, ask if he/she will help you get a CEP without charging you a fee—he/she may be required to do so.

33. How will the lawyers be paid?

The Government will pay the lawyers listed at the website for their work on the settlement. These payments to the lawyers will not reduce the money available for former students.

34. Will I have to pay a lawyer to get an IAP payment?

You may hire a lawyer to help you make a claim under the IAP for a serious abuse. The IAP process can be complex and you should have a lawyer assist you. Lawyers, who may include the same lawyers listed at the website, will charge you additional fees for any IAP payment you get. If you are represented by a lawyer, your IAP payment will be adjusted by the Government to provide an extra 15% towards any fee a lawyer may charge you, but you must pay anything beyond that, up to an additional 15%, plus taxes.

IF YOU DO NOTHING

35. What happens if I do nothing at all?

If you don't remove yourself before **Month 00, 2007**, you can't sue the Defendants about residential schools on your own, ever again. Payments are not automatic. If you never fill out and submit a claim form after it becomes available; you'll get no money from this settlement. There will be a four-year period to submit a claim form. The claim form will identify the deadline.

GETTING MORE INFORMATION

36. How do I get more information?

This notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. You may also call, or write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9.

Official Court Notice

Month 00, 2007

The Indian residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it.

Enclosed you will find a short, one page notice, and a more detailed notice for members of the community who are included in the settlement. The notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

We are asking for your help to distribute or make available these important notices, as you are able, because the notices affect the legal rights of former students of residential schools and their families. Also, please post a notice in a prominent place where the community will be able to view it, and feel free to print the short notice in any newsletter you may publish, or post a link to the Court website for the settlement, www.residentialschoolsettlement.ca, at any website you host.

Learn more by calling toll free 1-866-879-4913 (linked to crisis line services) or by visiting www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

For Immediate Release

Courts to issue further notice to former students of Canada's Indian residential schools and their families: the settlement has been approved by the Courts, and now former students must decide whether to opt out.

OTTAWA, ON, Month 00, 2007—The second phase of a national notification programme began today, on behalf of Courts across Canada, to alert former students of the Indian residential school system and their families that they must decide whether to stay in the settlement or remove themselves (opt out) from it by Month 00, 2007.

Notices will be distributed, published, mailed, and broadcast throughout Canada, describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

This is the continuation of a notification programme that began in June of last year, when former students and their families learned how to give their views about the fairness of the settlement. Then, nine Courts across Canada held public hearings. All of the Courts approved the settlement after those hearings. The settlement provides:

1) At least $1.9 billion for "common experience" payments to former students who lived at one of the schools. Payments will be $10,000 for the first school year (or part of a school year), plus $3,000 for each school year (or part of a school year) after that.

2) A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between $5,000 and $275,000 each. Students could get more money if they also show a loss of income.

3) Money for programmes for former students and their families for healing, truth, reconciliation, and commemoration of the residential schools and the abuses suffered: $125 million to the Aboriginal Healing Foundation; $60 million to research, document, and preserve the experiences of the survivors; and $20 million for national and community commemorative projects.

Family members who were not students will not get payments. Former students who opt out will not get any payment from the settlement. However, former students or family members who opt out will keep any right they may have to sue the Government of Canada, the Churches that joined in the settlement, or any of the defendants in the class action lawsuits, over residential schools. The opt out deadline is Month 00, 2007.

Those who wish to opt out must complete, sign, and mail an Opt Out Form postmarked by Month 00, 2007. The Opt Out Form is available at www.residentialschoolsettlement.ca, by calling 1-866-879-4913, or by writing to Residential Schools, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9.

In the alternative, eligible former students who stay in the settlement can get a payment from it. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools.

Those who want to stay in the settlement and ask for a payment, may write, call 1-866-879-4913, or go to the website. Claim forms will be mailed after Month 00, 2007. A toll free telephone call center at 1-866-879-4913 has been set up to handle inquiries, with a link to crisis line services. Also, a website displays the detailed notice, settlement agreement, list of recognized schools and hostels, and other information at www.residentialschoolsettlement.ca.

# # #

/URL: http://www.residentialschoolsettlement.ca

/SOURCES: The Alberta Court of Queen's Bench; the Supreme Court of British Columbia; the Manitoba Court of Queen's Bench; the Supreme Court of the Northwest Territories; the Ontario Superior Court of Justice; the Québec Superior Court; the Supreme Court of the Yukon Territory; The Nunavut Court of Justice; and the Court of Queen's Bench for Saskatchewan.

IND-PR2-ENG

The Indian residential schools settlement has been approved. The healing continues.

The Indian residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out). This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out.

The settlement provides:

1) At least $1.9 billion for "common experience" payments to former students who lived at one of the schools. Payments will be $10,000 for the first school year (or part of a school year) plus $3,000 for each school year (or part of a school year) after that.

2) A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between $5,000 and $275,000 each—or more money if they can show a loss of income.

3) Money for programmes for former students and their families for healing, truth, reconciliation, and commemoration of the residential schools and the abuses suffered: $125 million for healing; $60 million to research, document, and preserve the experiences of the survivors; and $20 million for national and community commemorative projects.

You won't have to show you were abused to get a common experience payment, and you can get one even if you had an abuse lawsuit, and even if you won, settled, or lost.

Eligible former students who stay in the settlement can get a payment from it. Family members who were not students will not get payments. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools.

If you want to stay in the settlement and receive a payment from it, call 1-866-879-4913, or go to the website, and request that a claim form be sent to you as soon as it is ready.

If you opt out from the settlement you will not get any payment from it. However, former students or family members who opt out will keep any right they may have to sue over residential schools.

To opt out, you must complete, sign, and mail an Opt Out Form postmarked by **Month 00, 2007.** You can get the form at the website below, or by calling 1-866-879-4913.

You don't have to hire a lawyer to opt out, but you may want to consult one before you do. If you stay in the settlement, you don't have to hire and pay a lawyer to get a common experience payment. Of course, you may hire your own lawyer and pay that lawyer to represent you with an abuse claim.

Call 1-866-879-4913 with questions, or go to www.residentialschoolsettlement.ca to read a detailed notice or the settlement agreement. You may also write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9.

Your Options Now

Request a Claim Form

If you are a former student and you want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead, call now to register and a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.

Remove Yourself (Opt Out)

If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form post-marked by **Month 00, 2007**.

Do Nothing: get no payment, give up rights to sue.

1-866-879-4913
www.residentialschoolsettlement.ca

Official Court Notice

Month 00, 2007

The Indian residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. The enclosed notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

Important: If you have a residential schools lawsuit going on in Québec you must stop that lawsuit before Month 00, 2007, or else you will be automatically removed from this settlement and you won't get a payment from it. Talk to your lawyer as soon as possible.

Read the notices carefully. To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

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The Indian residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. The enclosed notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out

Important: If you represent someone who has a residential schools lawsuit currently pending in Quebec, they must discontinue that lawsuit before Month 00, 2007, or else they will automatically be removed from this settlement and will not be able to receive a payment or benefits from it.

Please read the notices carefully and provide copies to anyone you represent who may be a class member. To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

The Indian residential schools settlement has been approved. The healing continues.

The Indian residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out). This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out.

The settlement provides:

1) At least $1.9 billion for "common experience" payments to former students who lived at one of the schools. Payments will be $10,000 for the first school year (or part of a school year) plus $3,000 for each school year (or part of a school year) after that.

2) A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between $5,000 and $275,000 each—or more money if they can show a loss of income.

3) Money for programmes for former students and their families for healing, truth, reconciliation, and commemoration of the residential schools and the abuses suffered: $125 million for healing; $60 million to research, document, and preserve the experiences of the survivors; and $20 million for national and community commemorative projects.

You won't have to show you were abused to get a common experience payment, and you can get one even if you had an abuse lawsuit, and even if you won, settled, or lost.

Eligible former students who stay in the settlement can get a payment from it. Family members who were not students will not get payments. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools.

If you want to stay in the settlement and receive a payment from it, complete and return the claim form when it is sent to you. (If you currently have a lawsuit pending in Québec, *see* below). If you received this notice in the mail, you will receive a claim form after Month 00, 2007.

If you opt out from the settlement you will not get any payment from it. However, former students or family members who opt out will keep any right they may have to sue over residential schools.

To opt out, you must complete, sign, and mail the enclosed Opt Out Form postmarked by **Month 00, 2007**.

Important: If you have a residential schools lawsuit going on in **Québec** you must stop that lawsuit before Month 00, 2007, or else you will be automatically removed from this settlement and you won't get a payment from it.

You don't have to hire a lawyer to opt out, but you may want to consult one before you do. If you stay in the settlement, you don't have to hire and pay a lawyer to get a common experience payment. Of course, you may hire your own lawyer and pay that lawyer to represent you with an abuse claim.

For more information read the enclosed detailed notice, go to www.residentialschoolsettlement.ca where you will find the complete settlement agreement, call 1-866-879-4913, or write to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9.

Your Options Now

Await a Claim Form

If you are a former student and you want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.

Remove Yourself (Opt Out)

If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form post-marked by **Month 00, 2007**.

Do Nothing: get no payment, give up rights to sue.

1-866-879-4913
www.residentialschoolsettlement.ca

Hilsoft Notifications
Residential Schools

Radio – Phase II – "Healing" - 30 Seconds

The Indian residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves from it. Former students who stay in the settlement may request a payment from it. To learn more, call 1-866-879-4913. 1-866-879-4913. The residential schools settlement. The healing continues.

Radio – Phase II – "Healing" - 60 Seconds

The Indian residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves from it. Eligible former students who stay in the settlement can get a payment from it. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools. If you remove yourself you cannot get a payment from the settlement, but you keep any rights to sue over residential schools. To get a detailed notice, an opt out form, or to request that a claim form be sent to you when it is ready, call 1-866-879-4913, or go to www.residentialschoolsettlement.ca. 1-866-879-4913. The residential schools settlement. The healing continues.

Note: Second mention of phone may be dropped if time does not permit.

Video

Background graphics may vary from Phase I execution.
Superimposed text subject to change.

Audio

The Indian residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves from it. Former students who stay in the settlement may request a payment. To learn more, call 1-866-879-4913. 1-866-879-4913. The residential schools settlement. The healing continues.

Official Court Notice

Month 00, 2007

The residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Read the enclosed notices about these options carefully. The notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

The residential schools settlement has been approved.

Please read this detailed notice.

This is a court authorized notice. This is not a solicitation from a lawyer.

The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out. The settlement provides:

- At least $1.9 billion for "common experience" payments for former students who lived at the schools;
- A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between $5,000 and $275,000 each—or more money if they can also show a loss of income; and
- To benefit former students and families: $125 million to the Aboriginal Healing Foundation for healing programmes; $60 million for truth and reconciliation to document and preserve the experiences of survivors; and $20 million for national and community commemorative projects.

Family members who were not students will not get payments.

More details about these benefits are provided in the settlement agreement which is available by calling 1-866-879-4913, or going to www.residentialschoolsettlement.ca.

YOUR OPTIONS NOW:	
REQUEST A CLAIM FORM	If you are a former student and want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead, call now to register and a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.
REMOVE YOURSELF (OPT OUT)	If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form postmarked by **Month 00, 2007**.
DO NOTHING	Get no payment. Give up rights to sue.

These rights and options are explained in this notice. Please read carefully.

Have a Lawsuit in Québec? If you have your own residential schools lawsuit pending in Québec, *see* question 30 and talk to your lawyer immediately about your options.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

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3. Why is this a class action?
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BASIC INFORMATION

1. Why was this notice issued?

You have a right to know about a settlement of class action lawsuits and about your options. This notice explains the lawsuits, the settlement, and your legal rights. Multiple Courts in Canada, (the "Courts") are overseeing all of the various lawsuits and class action lawsuits together known as *In re Residential Schools Class Action Litigation*. The "Defendants" are the Government of Canada ("Government") and various church-related entities including: The General Synod of the Anglican Church of Canada, The Dioceses of the Anglican Church of Canada, The Presbyterian Church in Canada, The United Church of Canada, The Methodist Church of Canada, and various Catholic entities (together called the "Churches").

2. What is the lawsuit about?

Residential schools were boarding schools for Aboriginal children that operated throughout Canada for over a century. Canada and religious organizations operated the schools. Harms and abuses were committed against the children. Various lawsuits were started against the Government, the Churches, and others, based on the operation and management of residential schools in Canada.

3. Why is this a class action?

In a class action one or more people called "class representatives" sue on behalf of people who have similar claims. All of these people are a "Class." The courts resolve the issues for everyone affected; except for those who remove themselves (opt out) from the Class.

4. Why is there a settlement?

Both sides agreed to a settlement to avoid the delays, costs, and risks of trials. The AFN, the Government of Canada, the Churches, as well as the class representatives and the lawyers representing them think the settlement is best for former students and their families.

5. What is the status of the settlement?

Notices were issued in June, July, and August of 2006, and then hearings were held across Canada. The Courts considered all objections to the settlement and then approved it. Now, former students and their families must decide whether to remove themselves (opt out) from the settlement. Former students who stay in the settlement may request a claim form be sent to them as soon as it is ready. Then, shortly after the opt out deadline of **Month 00, 2007**, claim forms will be mailed to former students, and then payments to those who submit valid claim forms can begin. There is a chance that if too many people opt out, the settlement will not be implemented, and no payments will ever be issued.

WHO IS COVERED BY THE SETTLEMENT?

There are approximately 80,000 living Aboriginal former students of the residential school system.

6. How do I know if I am part of the settlement?

The settlement includes former students of recognized residential schools in Canada and their family members. This includes Aboriginal people from First Nations, Inuit, Inuvialuit, and Métis communities. Those who resided at the schools and family members of former students are all included in the settlement, but may be eligible for different benefits.

7. Are day students part of the settlement?

If you attended during the day but did not live at a residential school you are not a Class member. However, if you were allowed to be on school grounds to take part in school activities you may be able to make a claim if you were abused. *See* question 18.

8. Which schools are included?

The list of recognized residential schools and hostels is available at www.residentialschoolsettlement.ca or by calling toll-free 1-866-879-4913. If you attended a residential school not on the list, you may ask that it be added. Submit the name of the school and any relevant information about it at the website or by writing to: Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. The Government will research the proposed institution and determine whether it should be added to the list. If a school you suggest is not added, you may appeal that decision.

9. What if I have my own lawsuit against the Government and/or Churches?

You are included in this settlement even if you have a separate residential schools lawsuit. However, if you have a residential schools lawsuit currently pending in Québec *see* question 30 below. Read this notice carefully and talk to your lawyer as soon as possible to see how it will affect your rights to continue with your lawsuit.

10. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included, you may call 1-866-879-4913 with questions.

THE SETTLEMENT BENEFITS—WHAT YOU GET

11. What does the settlement provide?

The settlement provides:

- **Common Experience Payment ("CEP") Fund** – At least $1.9 billion, plus interest, will be made available for lump sum payments to former students who lived at one of the residential schools. Payments will be $10,000 for the first school year (or part of a school year), plus $3,000 for each school year (or part of a school year) after that. If there is not enough money in the fund to pay all valid claims, the Government will add money to the fund. However, if there is any money remaining in the CEP fund after all valid claims are paid: (1) if the amount is less than $40,000,000, all of the remaining money will be given to the National Indian Brotherhood Trust Fund and to the Inuvialuit Education Foundation for educational programmes for all First Nations, Inuit, Inuvialuit, and Métis people; (2) if the amount is greater than $40,000,000, former students who submit valid claim forms will get an equal share of "Personal Credits," not cash, up to a maximum of $3,000. These credits can be used for personal, family, or group education services. Any balance remaining in the CEP fund after paying the Personal Credits will be paid to the National Indian Brotherhood Trust Fund and to the Inuvialuit Education Foundation for educational programmes for former students and their families.
- **Independent Assessment Process ("IAP")** – A new independent assessment process (replacing the Government's ADR process - *See* question 17) allows those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to qualify for between $5,000 and $275,000 each. More may be awarded if you also show a loss of income. Altogether, the maximum IAP amount is $430,000. Awards are based on a point system for different abuses and

resulting harms. The more points the greater the payment. There is a review process if you don't agree with the amount granted to you. Up to $15,000 for future care is available, and a contribution of 15% of the total award to help with legal costs is also available.

- **Healing Fund** – $125 million will be given to the Aboriginal Healing Foundation for a five year period to fund healing programmes for former students and their families. This is in addition to the $390 million that the Government has previously funded to establish the Aboriginal Healing Foundation for the benefit of both living former students and the families of deceased students.
- **Truth and Reconciliation Fund** – $60 million to research, document, and preserve the experiences of the survivors and their families for future generations.
- **Commemoration Fund** – $20 million for national and community commemorative projects.

More details are in a document called the Settlement Agreement which is available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913.

12. Who can get a common experience payment (CEP)?

All former students who lived at a residential school and who were alive on May 30, 2005, are eligible for a CEP. Also, any former student who attended the Mohawk Institute Residential Boarding School in Brantford, Ontario between 1922 and 1969, and was alive on October 5, 1996, is also eligible for a CEP.

13. What about families of former students?

Family members of residential school students will not receive payments unless the student recently died (*see* question 12). However, family members will be able to take advantage of the healing, education and other programmes funded by the settlement.

14. Will my social assistance benefits be affected if I take the CEP?

The Government is working with provincial and territorial governments, and federal departments to try to ensure that any payment you receive will not affect the amount, nature, or duration of any social benefits or social assistance benefits received by former students.

15. Will the CEP be taxable?

No. The Government has determined that CEP payments will not be taxable.

16. Can I get a payment if I previously brought an abuse claim?

Yes, even if you already won, lost, or settled an abuse claim, either in court, by negotiation, or under the Government's alternative dispute resolution ("ADR") process, you are still eligible for a CEP and it's possible that you may qualify for additional money under the new IAP. Check with your lawyer.

17. What about my abuse claim in the Government's ADR process?

Since the settlement was approved by all the Courts, all applications to the current ADR process have ended. Anyone who applied to the ADR process before Month 00, 2006, now has a choice to continue in the ADR process or apply to the IAP. More detailed information on the IAP is in Schedule D of the Settlement Agreement which is available at www.residentialschoolsettlement.ca.

18. Who is eligible for the Independent Assessment Process (IAP)?

If you suffered sexual or serious physical abuse, or other abuses that caused serious psychological effects, you may be eligible if: (a) you are a former student who attended and lived at a residential school; or (b) you were invited to take part in an authorized school activity (while under the age of 21) even if you did not live at a school. You may need a lawyer to help you with an IAP claim.

19. Can I get a CEP if I also have an IAP claim?

Yes. CEP payments are in addition to any payments for serious abuse claims under the IAP.

20. Will mental health and emotional support services continue?

Yes, the settlement provides that mental health and emotional support services will be available to CEP recipients and to those former students resolving abuse claims through the IAP, as well as those participating in truth and reconciliation, or commemorative projects. Call 1-866-925-4419.

21. What am I giving up in exchange for the settlement benefits?

All former students and family members who do not remove themselves (*see* "Removing Yourself from the Settlement" below) will be releasing the Government and the Churches, and all related people and entities, from all legal claims pertaining to residential schools. The "released" claims are described in Article 11, starting on page 58, of the Settlement Agreement available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. The full Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read the whole thing carefully, and talk to a lawyer if you have questions about the released claims or what they mean. The lawyers involved in the settlement are listed at www.residentialschoolsettlement.ca.

How to Get a Payment

22. How can I get a payment?

If you are a former student just call 1-866-879-4913 or go to the website and register to have a claim form mailed to you. Claim forms will be mailed after Month 00, 2007. When the claim form arrives, fill it out and send it back.

23. What if I don't have any records?

Don't worry. When you get the claim form, fill it out and send it back. The Government will use all the school records it has to verify your claim. If more information is needed, you may be contacted.

24. When will I get a payment?

The legal process is moving as fast as possible. First former students and their families have until **Month 00, 2007**, to remove themselves from the settlement. After that, claim forms will be mailed to former students who request one after seeing this notice. After you return your completed claim form, it will be processed promptly, and if you are eligible, a payment will be issued. Please be patient, and check www.residentialschoolsettlement.ca for updates.

25. What about advance payments on the CEP?

As of December 31, 2006, the Government is no longer accepting applications for the Advance Payment Program. **Important**: if you received an advance payment you will still need to fill out a claim form to get the full CEP payment you are eligible for.

REMOVING YOURSELF (OPTING OUT) FROM THE SETTLEMENT

If you don't want a payment, or you think you can get more money than the settlement provides by suing on your own, then you must take steps to remove yourself. This is called opting out.

26. If I opt out, can I get money from this settlement?

No. If you opt out you will not get any settlement payment—no CEP and no IAP money. You will not be bound by anything that happens in this settlement. Your only option will be to sue the Government or the Churches, on your own. You will only keep your rights to do that if you opt out. Please check with a lawyer before opting out.

27. If I don't opt out, can I sue later?

No. By staying in the settlement, you give up the right to sue the Government, the Churches, or any Defendant in the class actions, over anything to do with residential schools. You must opt out from *this* Class to start your own lawsuit. Remember, the opt out deadline is **Month 00, 2007**.

28. How do I opt out of the settlement?

To remove yourself, you must send in an Opt Out Form. You can get one at www.residentialschoolsettlement.ca. You must mail your Opt Out Form postmarked by **Month 00, 2007** to: Residential Schools Opt Outs, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. Keep a copy of your completed Opt Out Form.

29. Can family members opt out from the settlement?

Yes, family members can opt out of the settlement. Family members who opt out will not be bound by anything that happens in this settlement; however the only option they will have is to sue the Government or the Churches, on their own.

30. What if I have a lawsuit pending in Québec?

The process is quite different if you have a residential schools lawsuit going on in Québec. You must stop *that* lawsuit before **Month 00, 2007**, or else you will automatically be removed (opted out) from *this* settlement and you won't get a payment from this settlement. Check with your lawyer right away.

THE LAWYERS

31. Do I have a lawyer in the case?

The Court website, www.residentialschoolsettlement.ca, lists the law firms that signed onto the settlement, representing former students and family members. If you want to, you may contact one of the lawyers on the list for advice.

32. Will I have to pay a lawyer to get a CEP?

You don't need to hire and pay a lawyer to submit a claim to get a CEP. The lawyers on the list at the website have agreed not to charge a fee to help their clients apply for a CEP. Please note they are not obligated to represent new clients. But, if you have already hired a lawyer, ask if he/she will help you get a CEP without charging you a fee—he/she may be required to do so.

33. How will the lawyers be paid?

The Government will pay the lawyers listed at the website for their work on the settlement. These payments to the lawyers will not reduce the money available for former students.

34. Will I have to pay a lawyer to get an IAP payment?

You may hire a lawyer to help you to make a claim under the IAP for a serious abuse. The IAP process can be complex and you should have a lawyer assist you. Lawyers, who may include the same lawyers listed at the website, will charge you additional fees for any IAP payment you get. If you are represented by a lawyer, your IAP payment will be adjusted by the Government to provide an extra 15% towards any fee a lawyer may charge you, but you must pay anything beyond that, up to an additional 15%, plus taxes.

IF YOU DO NOTHING

35. What happens if I do nothing at all?

If you don't remove yourself before **Month 00, 2007**, you can't sue the Defendants about residential schools on your own, ever again. Payments are not automatic. If you never fill out and submit a claim form after it becomes available, you'll get no money from this settlement. There will be a four-year period to submit a claim form. The claim form will identify the deadline.

GETTING MORE INFORMATION

36. How do I get more information?

This notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. You may also call, or write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9.

Notice Administrator for Canadian Courts
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario, N2J 3G9

Residential Schools Settlement Notice - Update

INU-ENV2-ENG

Official Court Notice

FAX

Attn: Chief/Mayor and Councilors

Residential schools settlement – Official Court Notice

All of the courts have approved the residential schools settlement. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out).

Read the attached notice about these options carefully. The notice describes the settlement benefits and how to get them for those who stay in, and explains what it means to opt out and how to opt out.

We are asking for your help to distribute these important notices, as you are able, because the legal rights of former students of residential schools and their families are affected. Also, please post the notice in a prominent place where the community will be able to view it and feel free to print it in any newsletter you may publish.

Learn more by calling toll free 1-866-879-4913 (linked to crisis line services), or by visiting the Court website at www.residentialschoolsettlement.ca. Your office will receive a package by mail with a more detailed notice document, which people may also refer to.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

FAX

Attn: Editor

PRESS RELEASE: Courts to issue further notice to former students of Canada's residential schools: The settlement has been approved by the Courts and former students have a choice to make.

Former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Notices have been issued describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

We are asking for your help to inform former students of residential schools and their families that their legal rights are affected by the settlement. Please help us, as you are able, by publishing a story in an upcoming edition of your publication. See the attached Court-ordered press release.

Learn more by calling toll free 1-866-879-4913, or by visiting the Court website at www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

FAX

<Insert Organization>
Attn: Executive Director

PRESS RELEASE: Courts to issue further notice to former students of Canada's residential schools: The settlement has been approved by the Courts and former students have a choice to make.

Former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Notices have been issued describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

We are asking for your help to distribute or make available this important information, as you are able. See the attached Court-ordered press release. Please feel free to print information regarding the settlement in any newsletter you may publish, or post the press release or a link to the Court website for the settlement, www.residentialschoolsettlement.ca, at any website you host.

Learn more by calling toll free 1-866-879-4913 (linked to crisis line services) or by visiting the Court website at www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

FAX: <Insert Fax Number>

<Insert Station/Network>
Attn: Station/Network Manager

PRESS RELEASE: Courts to issue further notice to former students of Canada's residential schools: The settlement has been approved by the Courts and former students and family members have a choice to make.

Former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. Notices have been issued describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

We are asking for your help to inform former students of residential schools and their families that their legal rights are affected by the settlement. Please help us, as you are able, by broadcasting a public service announcement or informing the public through a talk show on the radio stations you oversee. See the attached Court-ordered press release.

Learn more by calling toll free 1-866-879-4913, or by visiting the Court website at www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

Month 00, 2007

The residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. The enclosed notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

Read the notices carefully and provide copies to anyone you represent who may be a class member. To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

The residential schools settlement has been approved. The healing continues.

The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out). This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out.

The settlement provides:

1) At least $1.9 billion for "common experience" payments to former students who lived at one of the schools. Payments will be $10,000 for the first school year (or part of a school year) plus $3,000 for each school year (or part of a school year) after that.

2) A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between $5,000 and $275,000 each—or more money if they can show a loss of income.

3) Money for programmes for former students and their families for healing, truth, reconciliation, and commemoration of the residential schools and the abuses suffered: $125 million for healing; $60 million to research, document, and preserve the experiences of the survivors; and $20 million for national and community commemorative projects.

You won't have to show you were abused to get a common experience payment, and you can get one even if you had an abuse lawsuit, and even if you won, settled, or lost.

Eligible former students who stay in the settlement can get a payment from it. Family members who were not students will not get payments. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools.

If you want to stay in the settlement and receive a payment from it, complete and return the claim form when it is sent to you. If you received this notice in the mail, you will receive a claim form after Month 00, 2007.

If you opt out from the settlement you will not get any payment from it. However, former students or family members who opt out will keep any right they may have to sue over residential schools.

To opt out, you must complete, sign, and mail the enclosed Opt Out Form postmarked by **Month 00, 2007**.

You don't have to hire a lawyer to opt out, but you may want to consult one before you do. If you stay in the settlement, you don't have to hire and pay a lawyer to get a common experience payment. Of course, you may hire your own lawyer and pay that lawyer to represent you with an abuse claim.

For more information read the enclosed detailed notice, go to www.residentialschoolsettlement.ca where you will find the complete settlement agreement, call 1-866-879-4913, or write to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9.

Your Options Now

Await a Claim Form

If you are a former student and you want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.

Remove Yourself (Opt Out)

If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form postmarked by **Month 00, 2007**.

Do Nothing: get no payment, give up rights to sue.

1-866-879-4913
www.residentialschoolsettlement.ca

The residential schools settlement has been approved.

Please read this detailed notice.

This is a court authorized notice. This is not a solicitation from a lawyer.

The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out. The settlement provides:

- At least $1.9 billion for "common experience" payments for former students who lived at the schools;
- A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between $5,000 and $275,000 each—or more money if they can also show a loss of income; and
- To benefit former students and families: $125 million to the Aboriginal Healing Foundation for healing programmes; $60 million for truth and reconciliation to document and preserve the experiences of survivors; and $20 million for national and community commemorative projects.

Family members who were not students will not get payments.

More details about these benefits are provided in the settlement agreement which is available by calling 1-866-879-4913, or going to www.residentialschoolsettlement.ca.

YOUR OPTIONS NOW:	
AWAIT A CLAIM FORM	If you are a former student and want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead, a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.
REMOVE YOURSELF (OPT OUT)	If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must remove yourself (opt out) by submitting an Opt Out Form postmarked by **Month 00, 2007**.
DO NOTHING	Get no payment. Give up rights to sue.

These rights and options are explained in this notice. Please read carefully.

Have a Lawsuit in Québec? If you have your own residential schools lawsuit pending in Québec, the process is different - *see* question 30 and talk to your lawyer immediately about your options.

QUESTIONS? CALL TOLL-FREE 1-866-879-4913 OR VISIT WWW.RESIDENTIALSCHOOLSETTLEMENT.CA

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BASIC INFORMATION

1. Why was this notice issued?

You have a right to know about a settlement of class action lawsuits and about your options. This notice explains the lawsuits, the settlement, and your legal rights. Multiple Courts in Canada, (the "Courts") are overseeing all of the various lawsuits and class action lawsuits together known as *In re Residential Schools Class Action Litigation*. The "Defendants" are the Government of Canada ("Government") and various church-related entities including: The General Synod of the Anglican Church of Canada, The Dioceses of the Anglican Church of Canada, The Presbyterian Church in Canada, The United Church of Canada, The Methodist Church of Canada, and various Catholic entities (together called the "Churches").

2. What is the lawsuit about?

Residential schools were boarding schools for Aboriginal children that operated throughout Canada for over a century. Canada and religious organizations operated the schools. Harms and abuses were committed against the children. Various lawsuits were started against the Government, the Churches, and others, based on the operation and management of residential schools in Canada.

3. Why is this a class action?

In a class action one or more people called "class representatives" sue on behalf of people who have similar claims. All of these people are a "Class." The courts resolve the issues for everyone affected; except for those who remove themselves (opt out) from the Class.

4. Why is there a settlement?

Both sides agreed to a settlement to avoid the delays, costs, and risks of trials. The AFN, the Government of Canada, the Churches, as well as the class representatives and the lawyers representing them think the settlement is best for former students and their families.

5. What is the status of the settlement?

Notices were issued in June, July, and August of 2006, and then hearings were held across Canada. The Courts considered all objections to the settlement and then approved it. Now, former students and their families must decide whether to remove themselves (opt out) from the settlement. Then, shortly after the opt out deadline of **Month 00, 2007**, claim forms will be available for former students, and then payments to those who submit valid claim forms can begin. There is a chance that if too many people opt out, the settlement will not be implemented, and no payments will ever be issued.

WHO IS COVERED BY THE SETTLEMENT?

There are approximately 80,000 living Aboriginal former students of the residential school system.

6. How do I know if I am part of the settlement?

The settlement includes former students of recognized residential schools in Canada and their family members. This includes Aboriginal people from First Nations, Inuit, Inuvialuit, and Métis communities. Those who resided at the schools and family members of former students are all included in the settlement, but may be eligible for different benefits.

7. Are day students part of the settlement?

If you attended during the day but did not live at a residential school you are not a Class member. However, if you were allowed to be on school grounds to take part in school activities you may be able to make a claim if you were abused. *See* question 18.

8. Which schools are included?

The list of recognized residential schools and hostels is available at www.residentialschoolsettlement.ca or by calling toll-free 1-866-879-4913. If you attended a residential school not on the list, you may ask that it be added. Submit the name of the school and any relevant information about it at the website or by writing to: Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. The Government will research the proposed institution and determine whether it should be added to the list. If a school you suggest is not added, you may appeal that decision.

9. What if I have my own lawsuit against the Government and/or Churches?

You are included in this settlement even if you have a separate residential schools lawsuit. However, if you have a residential schools lawsuit currently pending in Québec see question 30 below. Read this notice carefully and talk to your lawyer as soon as possible to see how it will affect your rights to continue with your lawsuit.

10. I'm still not sure if I'm included in the settlement.

If you are not sure whether you are included, you may call 1-866-879-4913 with questions.

THE SETTLEMENT BENEFITS—WHAT YOU GET

11. What does the settlement provide?

The settlement provides:

- **Common Experience Payment ("CEP") Fund** – At least $1.9 billion, plus interest, will be made available for lump sum payments to former students who lived at one of the residential schools. Payments will be $10,000 for the first school year (or part of a school year), plus $3,000 for each school year (or part of a school year) after that. If there is not enough money in the fund to pay all valid claims, the Government will add money to the fund. However, if there is any money remaining in the CEP fund after all valid claims are paid: (1) if the amount is less than $40,000,000, all of the remaining money will be given to the National Indian Brotherhood Trust Fund and to the Inuvialuit Education Foundation for educational programmes for all First Nations, Inuit, Inuvialuit, and Métis people; (2) if the amount is greater than $40,000,000, former students who submit valid claim forms will get an equal share of "Personal Credits," not cash, up to a maximum of $3,000. These credits can be used for personal, family, or group education services. Any balance remaining in the CEP fund after paying the Personal Credits will be paid to the National Indian Brotherhood Trust Fund and to the Inuvialuit Education Foundation for educational programmes for former students and their families.
- **Independent Assessment Process ("IAP")** – A new independent assessment process (replacing the Government's ADR process - *see* question 17) allows those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to qualify for between $5,000 and $275,000 each. More may be awarded if you also show a loss of income. Altogether, the maximum IAP amount is $430,000. Awards are based on a point system for different abuses and

resulting harms. The more points the greater the payment. There is a review process if you don't agree with the amount granted to you. Up to $15,000 for future care is available, and a contribution of 15% of the total award to help with legal costs is also available.

- **Healing Fund** – $125 million will be given to the Aboriginal Healing Foundation for a five year period to fund healing programmes for former students and their families. This is in addition to the $390 million that the Government has previously funded to establish the Aboriginal Healing Foundation for the benefit of both living former students and the families of deceased students.
- **Truth and Reconciliation Fund** – $60 million to research, document, and preserve the experiences of the survivors and their families for future generations.
- **Commemoration Fund** – $20 million for national and community commemorative projects.

More details are in a document called the Settlement Agreement which is available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913.

12. Who can get a common experience payment (CEP)?

All former students who lived at a residential school and who were alive on May 30, 2005, are eligible for a CEP. Also, any former student who attended the Mohawk Institute Residential Boarding School in Brantford, Ontario between 1922 and 1969, and was alive on October 5, 1996, is also eligible for a CEP.

13. What about families of former students?

Family members of residential school students will not receive payments unless the student recently died (*see* question 12). However, family members will be able to take advantage of the healing, education and other programmes funded by the settlement.

14. Will my social assistance benefits be affected if I take the CEP?

The Government is working with provincial and territorial governments, and federal departments to try to ensure that any payment you receive will not affect the amount, nature, or duration of any social benefits or social assistance benefits received by former students.

15. Will the CEP be taxable?

No. The Government has determined that CEP payments will not be taxable.

16. Can I get a payment if I previously brought an abuse claim?

Yes, even if you already won, lost, or settled an abuse claim, either in court, by negotiation, or under the Government's alternative dispute resolution ("ADR") process, you are still eligible for a CEP and it's possible that you may qualify for additional money under the new IAP. Check with your lawyer.

17. What about my abuse claim in the Government's ADR process?

Since the settlement was approved by all the Courts, all applications to the current ADR process have ended. Anyone who applied to the ADR process before Month 00, 2006, now has a choice to continue in the ADR process or apply to the IAP. More detailed information on the IAP is in Schedule D of the Settlement Agreement which is available at www.residentialschoolsettlement.ca.

18. Who is eligible for the Independent Assessment Process (IAP)?

If you suffered sexual or serious physical abuse, or other abuses that caused serious psychological effects, you may be eligible if: (a) you are a former student who attended and lived at a residential school; or (b) you were invited to take part in an authorized school activity (while under the age of 21) even if you did not live at a school. You may need a lawyer to help you with an IAP claim.

19. Can I get a CEP if I also have an IAP claim?

Yes. CEP payments are in addition to any payments for serious abuse claims under the IAP.

20. Will mental health and emotional support services continue?

Yes, the settlement provides that mental health and emotional support services will be available to CEP recipients and to those former students resolving abuse claims through the IAP, as well as those participating in truth and reconciliation, or commemorative projects. Call 1-866-925-4419.

21. What am I giving up in exchange for the settlement benefits?

All former students and family members who do not remove themselves (*see* "Removing Yourself from the Settlement" below) will be releasing the Government and the Churches, and all related people and entities, from all legal claims pertaining to residential schools. The "released" claims are described in Article 11, starting on page 58, of the Settlement Agreement available at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. The full Settlement Agreement describes the released claims with specific descriptions, in necessarily accurate legal terminology, so read the whole thing carefully, and talk to a lawyer if you have questions about the released claims or what they mean. The lawyers involved in the settlement are listed at www.residentialschoolsettlement.ca.

How to Get a Payment

22. How can I get a payment?

If you are a former student and you received this Notice in the mail, a claim form will be mailed to you after Month 00, 2007. When the claim form arrives, fill it out and send it back.

23. What if I don't have any records?

Don't worry. When you get the claim form, fill it out and send it back. The Government will use all the school records it has to verify your claim. If more information is needed, you may be contacted.

24. When will I get a payment?

The legal process is moving as fast as possible. First former students and their families have until **Month 00, 2007**, to remove themselves from the settlement. After that, claim forms will be mailed to former students. After you return your completed claim form, it will be processed promptly, and if you are eligible, a payment will be issued. Please be patient, and check www.residentialschoolsettlement.ca for updates.

25. What about advance payments on the CEP?

As of December 31, 2006, the Government is no longer accepting applications for the Advance Payment Program. **Important**: if you received an advance payment you will still need to fill out a claim form to get the full CEP payment you are eligible for.

REMOVING YOURSELF (OPTING OUT) FROM THE SETTLEMENT

If you don't want a payment, or you think you can get more money than the settlement provides by suing on your own, then you must take steps to remove yourself. This is called opting out.

26. If I opt out, can I get money from this settlement?

No. If you opt out you will not get any settlement payment—no CEP and no IAP money. You will not be bound by anything that happens in this settlement. Your only option will be to sue the Government or the Churches, on your own. You will only keep your rights to do that if you opt out. Please check with a lawyer before opting out.

27. If I don't opt out, can I sue later?

No. By staying in the settlement, you give up the right to sue the Government, the Churches, or any Defendant in the class actions, over anything to do with residential schools. You must opt out from *this* Class to start your own lawsuit. Remember, the opt out deadline is **Month 00, 2007**.

28. How do I opt out of the settlement?

To remove yourself, you must send in an Opt Out Form. If you received this notice in the mail an Opt Out Form came with it. Or you can get one at www.residentialschoolsettlement.ca. You must mail your Opt Out Form postmarked by **Month 00, 2007** to: Residential Schools Opt Outs, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9. Keep a copy of your completed Opt Out Form.

29. Can family members opt out of the settlement?

Yes, family members can opt out of the settlement. Family members who opt out will not be bound by anything that happens in this settlement; however the only option they will have is to sue the Government or the Churches, on their own.

30. What if I have a lawsuit pending in Québec?

The process is quite different if you have a residential schools lawsuit going on in Québec. You must stop *that* lawsuit before **Month 00, 2007**, or else you will automatically be removed (opted out) from *this* settlement and you won't get a payment from this settlement. Check with your lawyer right away.

THE LAWYERS

31. Do I have a lawyer in the case?

The Court website, www.residentialschoolsettlement.ca, lists the law firms that signed onto the settlement, representing former students and family members. If you want to, you may contact one of the lawyers on the list for advice.

32. Will I have to pay a lawyer to get a CEP?

You don't need to hire and pay a lawyer to submit a claim to get a CEP. The lawyers on the list at the website have agreed not to charge a fee to help their clients apply for a CEP. Please note that they are not obligated to represent new clients. But if you have already hired a lawyer, ask if he/she will help you get a CEP without charging you a fee—he/she may be required to do so.

33. How will the lawyers be paid?

The Government will pay the lawyers listed at the website for their work on the settlement. These payments to the lawyers will not reduce the money available for former students.

34. Will I have to pay a lawyer to get an IAP payment?

You may hire a lawyer to help you make a claim under the IAP for a serious abuse. The IAP process can be complex and you should have a lawyer assist you. Lawyers, who may include the same lawyers listed at the website, will charge you additional fees for any IAP payment you get. If you are represented by a lawyer, your IAP payment will be adjusted by the Government to provide an extra 15% towards any fee a lawyer may charge you, but you must pay anything beyond that, up to an additional 15%, plus taxes.

IF YOU DO NOTHING

35. What happens if I do nothing at all?

If you don't remove yourself before **Month 00, 2007**, you can't sue the Defendants about residential schools on your own, ever again. Payments are not automatic. If you never fill out and submit a claim form after it becomes available; you'll get no money from this settlement. There will be a four-year period to submit a claim form. The claim form will identify the deadline.

GETTING MORE INFORMATION

36. How do I get more information?

This notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.residentialschoolsettlement.ca or by calling 1-866-879-4913. You may also call, or write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario, N2J 3G9.

Official Court Notice

Month 00, 2007

The residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it.

Enclosed you will find a short, one page notice, and a more detailed notice for members of the community who are included in the settlement. The notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

We are asking for your help to distribute or make available these important notices, as you are able, because the notices affect the legal rights of former students of residential schools and their families. Also, please post a notice in a prominent place where the community will be able to view it, and feel free to print the short notice in any newsletter you may publish, or post a link to the Court website for the settlement, www.residentialschoolsettlement.ca, at any website you host.

Learn more by calling toll free 1-866-879-4913 (linked to crisis line services) or by visiting the Court website at www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

For Immediate Release

Courts to issue further notice to former students of Canada's residential schools and their families: the settlement has been approved by the Courts, and now former students must decide whether to opt out.

OTTAWA, ON, Month 00, 2007—The second phase of a national notification programme began today, on behalf of Courts across Canada, to alert former students of the residential school system and their families that they must decide whether to stay in the settlement or remove themselves (opt out) from it by Month 00, 2007.

Notices will be distributed, published, mailed, and broadcast throughout Canada, describing the settlement benefits and how to get them for those who stay in, and explaining what it means to opt out and how to opt out.

This is the continuation of a notification programme that began in June of last year, when former students and their families learned how to give their views about the fairness of the settlement. Then, nine Courts across Canada held public hearings. All of the Courts approved the settlement after those hearings. The settlement provides:

1) At least $1.9 billion for "common experience" payments to former students who lived at one of the schools. Payments will be $10,000 for the first school year (or part of a school year), plus $3,000 for each school year (or part of a school year) after that.

2) A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between $5,000 and $275,000 each. Students could get more money if they also show a loss of income.

3) Money for programmes for former students and their families for healing, truth, reconciliation, and commemoration of the residential schools and the abuses suffered: $125 million to the Aboriginal Healing Foundation; $60 million to research, document, and preserve the experiences of the survivors; and $20 million for national and community commemorative projects.

Family members who were not students will not get payments. Former students who opt out will not get any payment from the settlement. However, former students or family members who opt out will keep any right they may have to sue the Government of Canada, the Churches that joined in the settlement, or any of the defendants in the class action lawsuits, over residential schools. The opt out deadline is Month 00, 2007.

Those who wish to opt out must complete, sign, and mail an Opt Out Form postmarked by Month 00, 2007. The Opt Out Form is available at www.residentialschoolsettlement.ca, by calling 1-866-879-4913, or by writing to Residential Schools, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9.

In the alternative, eligible former students who stay in the settlement can get a payment from it. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools.

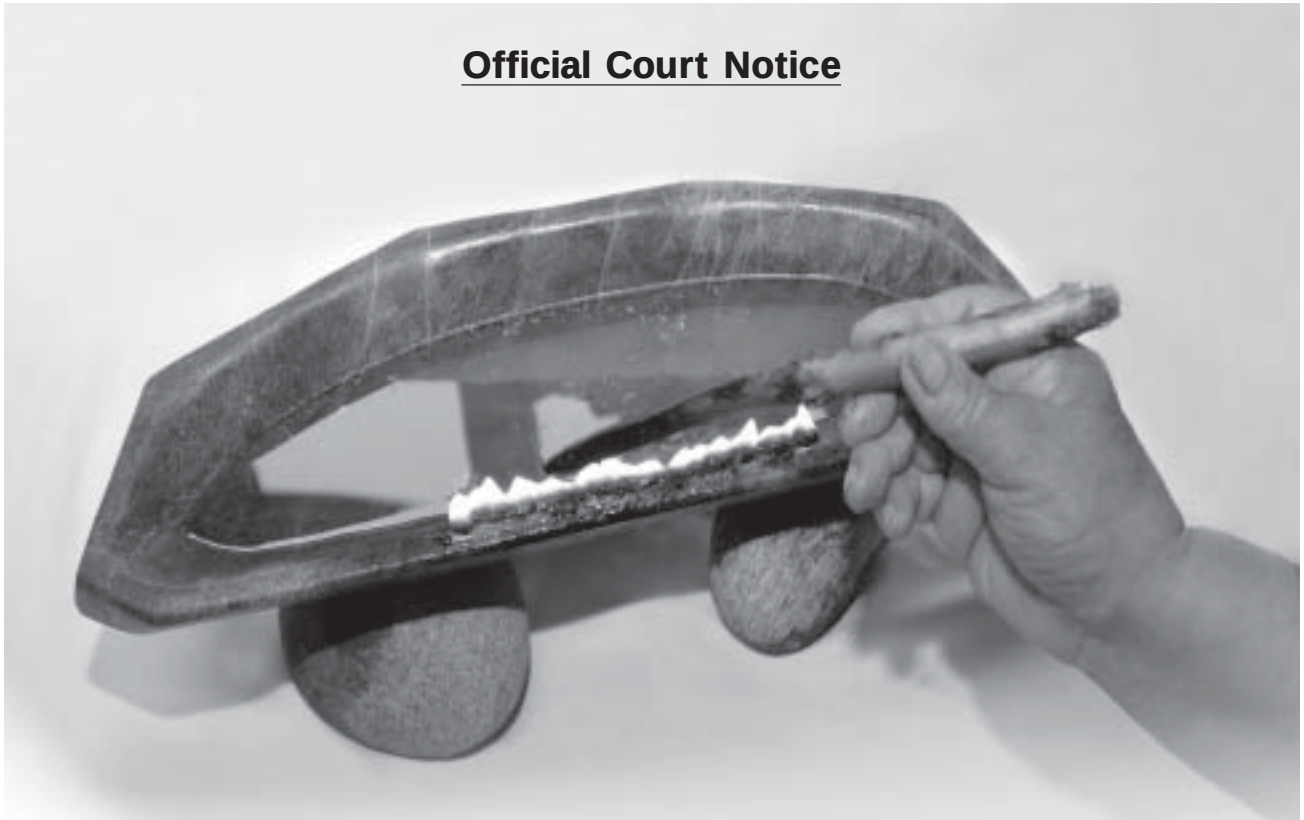
Those who want to stay in the settlement and ask for a payment, may write, call 1-866-879-4913, or go to the website. Claim forms will be mailed after Month 00, 2007. A toll free telephone call center at 1-866-879-4913 has been set up to handle inquiries, with a link to crisis line services. Also, a website displays the detailed notice, settlement agreement, list of recognized schools and hostels, and other information at www.residentialschoolsettlement.ca.

# # #

/URL: http://www.residentialschoolsettlement.ca

/SOURCES: The Alberta Court of Queen's Bench; the Supreme Court of British Columbia; the Manitoba Court of Queen's Bench; the Supreme Court of the Northwest Territories; the Ontario Superior Court of Justice; the Québec Superior Court; the Supreme Court of the Yukon Territory; The Nunavut Court of Justice; and the Court of Queen's Bench for Saskatchewan.

Official Court Notice



The residential schools settlement has been approved. The healing continues.

The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out). This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out.

The settlement provides:

1) At least $1.9 billion for "common experience" payments to former students who lived at one of the schools. Payments will be $10,000 for the first school year (or part of a school year) plus $3,000 for each school year (or part of a school year) after that.

2) A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between $5,000 and $275,000 each—or more money if they can show a loss of income.

3) Money for programmes for former students and their families for healing, truth, reconciliation, and commemoration of the residential schools and the abuses suffered: $125 million for healing; $60 million to research, document, and preserve the experiences of the survivors; and $20 million for national and community commemorative projects.

You won't have to show you were abused to get a common experience payment, and you can get one even if you had an abuse lawsuit, and even if you won, settled, or lost.

Eligible former students who stay in the settlement can get a payment from it. Family members who were not students will not get payments. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools.

If you want to stay in the settlement and receive a payment from it, call 1-866-879-4913, or go to the website, and request that a claim form be sent to you as soon as it is ready.

If you opt out from the settlement you will not get any payment from it. However, former students or family members who opt out will keep any right they may have to sue over residential schools.

To opt out, you must complete, sign, and mail an Opt Out Form postmarked by **Month 00, 2007.** You can get the form at the website below, or by calling 1-866-879-4913.

You don't have to hire a lawyer to opt out, but you may want to consult one before you do. If you stay in the settlement, you don't have to hire and pay a lawyer to get a common experience payment. Of course, you may hire your own lawyer and pay that lawyer to represent you with an abuse claim.

Call 1-866-879-4913 with questions, or go to www.residentialschoolsettlement.ca to read a detailed notice or the settlement agreement. You may also write with questions to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9.

Your Options Now

Request a Claim Form

If you are a former student and you want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead, call now to register and a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.

Remove Yourself (Opt Out)

If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form postmarked by **Month 00, 2007**.

Do Nothing: get no payment, give up rights to sue.

1-866-879-4913
www.residentialschoolsettlement.ca

Official Court Notice

Month 00, 2007

The residential schools settlement has been approved by the Courts.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. The enclosed notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

Important: If you have a residential schools lawsuit going on in Québec you must stop that lawsuit before Month 00, 2007, or else you will be automatically removed from this settlement and you won't get a payment from it. Talk to your lawyer as soon as possible.

Read the notices carefully. To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice

Month 00, 2007

The residential schools settlement has been approved.

Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out) from it. The enclosed notices describe the settlement benefits and how to get them for those who stay in, and explain what it means to opt out and how to opt out.

Important: If you represent someone who has a residential schools lawsuit currently pending in Quebec, they must discontinue that lawsuit before Month 00, 2007, or else they will automatically be removed from this settlement and will not be able to receive a payment or benefits from it.

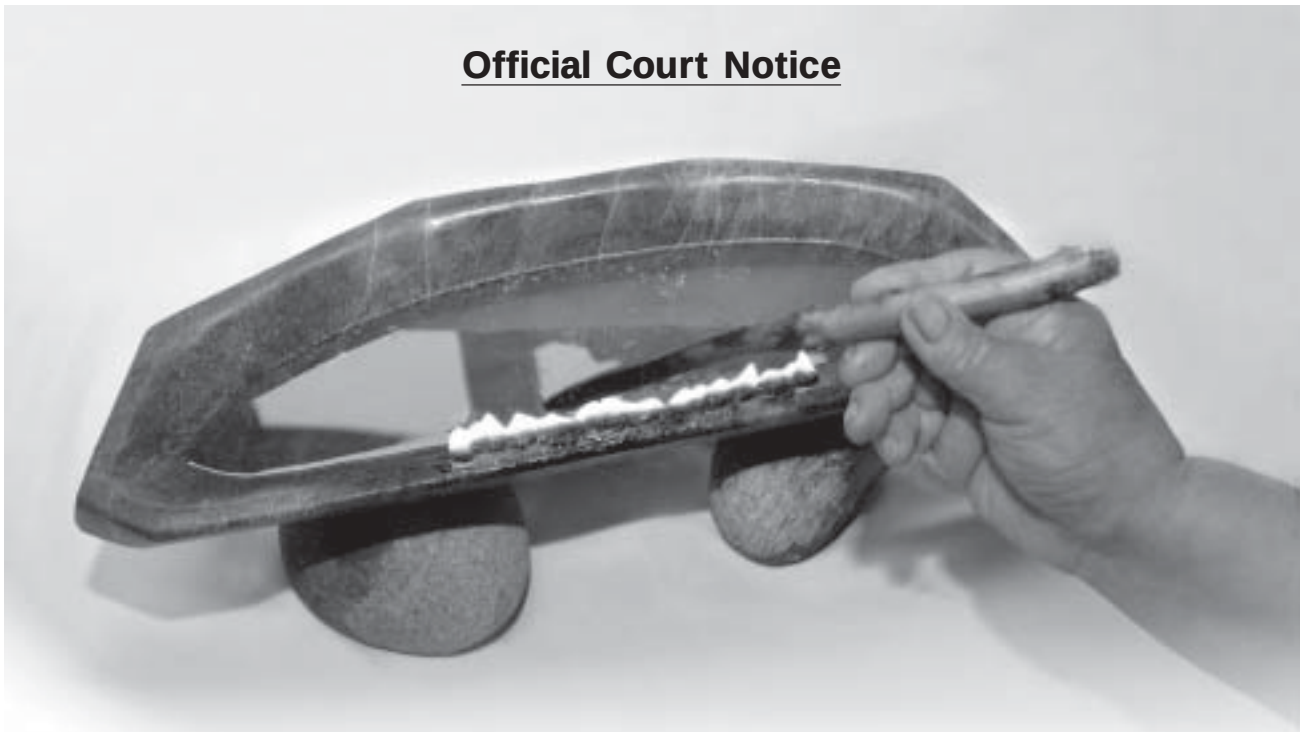
Please read the notices carefully and provide copies to anyone you represent who may be a class member. To learn more, call toll free 1-866-879-4913, or visit www.residentialschoolsettlement.ca.

Thank you.

Sincerely,

Notice Administrator
Residential Schools Settlement
Suite 3-505
133 Weber St. North
Waterloo, Ontario N2J 3G9

Official Court Notice



The residential schools settlement has been approved. The healing continues.

The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves (opt out). This notice describes the settlement benefits and how to get them for those who stay in, and it explains what it means to opt out and how to opt out.

The settlement provides:

1) At least $1.9 billion for "common experience" payments to former students who lived at one of the schools. Payments will be $10,000 for the first school year (or part of a school year) plus $3,000 for each school year (or part of a school year) after that.

2) A process to allow those who suffered sexual or serious physical abuses, or other abuses that caused serious psychological effects, to get between $5,000 and $275,000 each—or more money if they can show a loss of income.

3) Money for programmes for former students and their families for healing, truth, reconciliation, and commemoration of the residential schools and the abuses suffered: $125 million for healing; $60 million to research, document, and preserve the experiences of the survivors; and $20 million for national and community commemorative projects.

You won't have to show you were abused to get a common experience payment, and you can get one even if you had an abuse lawsuit, and even if you won, settled, or lost.

Eligible former students who stay in the settlement can get a payment from it. Family members who were not students will not get payments. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools.

If you want to stay in the settlement and receive a payment from it, complete and return the claim form when it is sent to you. (If you currently have a lawsuit pending in Québec, *see* below). If you received this notice in the mail, you will receive a claim form after Month 00, 2007.

If you opt out from the settlement you will not get any payment from it. However, former students or family members who opt out will keep any right they may have to sue over residential schools.

To opt out, you must complete, sign, and mail the enclosed Opt Out Form postmarked by **Month 00, 2007**.

Important: If you have a residential schools lawsuit going on in **Québec** you must stop that lawsuit before Month 00, 2007, or else you will be automatically removed from this settlement and you won't get a payment from it.

You don't have to hire a lawyer to opt out, but you may want to consult one before you do. If you stay in the settlement, you don't have to hire and pay a lawyer to get a common experience payment. Of course, you may hire your own lawyer and pay that lawyer to represent you with an abuse claim.

For more information read the enclosed detailed notice, go to www.residentialschoolsettlement.ca where you will find the complete settlement agreement, call 1-866-879-4913, or write to Residential Schools Settlement, Suite 3-505, 133 Weber St. North, Waterloo, Ontario N2J 3G9.

Your Options Now

Await a Claim Form

If you are a former student and you want a payment from the settlement, and you never want to sue the Government of Canada or the Churches on your own, do not opt out; instead a claim form will be mailed to you after Month 00, 2007. When it arrives, fill it out and return it.

Remove Yourself (Opt Out)

If you don't want a payment, or you think you can get more money than the settlement provides by suing the Government or the Churches on your own, then you must opt out by submitting an Opt Out Form post-marked by **Month 00, 2007**.

Do Nothing: get no payment, give up rights to sue.

1-866-879-4913
www.residentialschoolsettlement.ca

Hilsoft Notifications
Residential Schools

Radio – Phase II – "Healing" - 30 Seconds

The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves from it. Former students who stay in the settlement may request a payment from it. To learn more, call 1-866-879-4913. 1-866-879-4913. The residential schools settlement. The healing continues.

Radio – Phase II – "Healing" - 60 Seconds

The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves from it. Eligible former students who stay in the settlement can get a payment from it. However, former students—and family members—who stay in the settlement will never again be able to sue the Government of Canada, the Churches who joined in the settlement, or any other defendant in the class actions, over residential schools. If you remove yourself you cannot get a payment from the settlement, but you keep any rights to sue over residential schools. To get a detailed notice, an opt out form, or to request that a claim form be sent to you when it is ready, call 1-866-879-4913, or go to www.residentialschoolsettlement.ca. 1-866-879-4913. The residential schools settlement. The healing continues.

Note: Second mention of phone number may be dropped if time does not permit.

Video

Background graphics may vary from Phase I execution.
Superimposed text subject to change.

Audio

The residential schools settlement has been approved by the Courts. Now, former students and their families must decide whether to stay in the settlement or remove themselves from it. Former students who stay in the settlement may request a payment. To learn more, call 1-866-879-4913. 1-866-879-4913. The residential schools settlement. The healing continues.

Schedule 3

Press Outlets Receiving Informational Release: The party-neutral, Court-approved informational release will be issued to over 390 news outlets throughout the Canada. Following is a partial list of the press outlets:

NEWS OUTLET WIRES:
Aboriginal Times
Alberta Native News
Alberta Sweetgrass
Anishinabek News
Deh Cho Drum
Eastern Door
First Nation Voices
First Nations Drum
First Perspective
Ha-Shilth-Sa
Inuvik Drum
Kahtou News
Kivalliq News
Klondike Sun
L'Aquilon
L'Aurore Boreale
Mi'kmaq-Maliseet Nations News
Native Journal
Natotawin
Nunatsiaq News
Nunavut News/North
NWT News/North
Opportunity North
Saskatchewan Sage
Secwepemc News
Tansi News
Tekawennake
The Drum
The Hay River Hub
The Nation
The Slave River Journal
Turtle Island News
Tusaayaksat
Wawatay News
Western Native News

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Whispering Pines
Whitehorse Star
Windspeaker
Windspeaker Business Quarterly
Yukon News
ADP
Agence France Presse (Ottawa) (Montréal)
Alma CFGT-AM
Amqui CFVM-AM
Annapolis Valley Radio Network
Antigonish CJFX-AM
Atlantic Television System
Baie-Comeau CHLC-FM
Barrie CKVR-TV
Bathurst CKBC-AM
Bloomberg Financial Markets
Brampton Guardian
Brantford CKPC-AM/FM
Brantford Expositor
Bridge Information System
Broadcast News
Burnaby CFML-FM
Calgary bureau, Globe & Mail
Calgary bureau, National Post
Calgary CBR-AM/FM
Calgary CBRT-TV
Calgary CFCN-TV
Calgary CFFR-AM
Calgary CHQR-AM/CKIK-FM
Calgary CICT-TV
Calgary CKAL-TV
Calgary CKRY-FM
Calgary Herald
Calgary Sun
Canadian Press
Caraquet L'Acadie Nouvelle
Carleton CHAU-TV
Carleton CIEU-FM
CBC AVID/Infosystem (Radio & TV)
CBC National News (Radio & TV)
Charlottetown CBCT-FM/TV
Charlottetown Guardian
Chatham CKSY-FM
Chatham Daily News

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Chicoutimi CBJ-AM/FM
Chicoutimi CFIX-FM
Chicoutimi CJAB-FM
Chicoutimi CJPM-TV
Chicoutimi, Le Quotidien
Compuserve
Corner Brook CBY-AM
Corner Brook CBYT-TV
Corner Brook Western Star
Cornwall CJSS-AM/CFLG-FM
Cranbrook CKEK-AM/CKKR-FM
CTV Television Network
Dartmouth CIHF-TV
Decision-Plus
Desktop Data's NewsEDGE
Dolbeau CHVD-AM
Dow Jones News/Retrieval
Drummondville CJDM-FM
Edmonton CBX-AM/FM
Edmonton CBXFT-TV
Edmonton CBXT-TV/CBXFT-TV
Edmonton CFCW-AM/CKRA-FM
Edmonton CFMG-FM
Edmonton CFRN-AM/CFBR-FM
Edmonton CFRN-TV
Edmonton CHED-AM/CKNG-FM
Edmonton CITV-TV
Edmonton CKUA-AM/FM
Edmonton Journal
Edmonton Sun
Fermont CFMF-FM
Fort McMurray Today
Fredericton CBZ-AM/FM
Fredericton CIHI-AM/CKHJ-FM/CIBX-FM
Gander CBG-AM
Gaspé CJRG-FM
Gatineau CJRC-AM
Global Television Network
Global Television Network (Montréal)
Globe Information Services
Granby CFXM-FM
Granby, La Voix de l'Est
Grand Falls CBT-AM
Halifax CBH-AM/FM

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Halifax CBHT-TV
Halifax CHNS-AM/CHFX-FM
Halifax Chronicle-Herald/Mail-Star
Halifax CJCH-AM/CIOO-FM/Bedford CIEZ-FM
Halifax CJCH-TV
Hamilton CHCH-TV (onTV)
Hamilton CHML-AM/CKDS-FM
Hamilton Spectator
Havre-St-Pierre CILE-FM
Heads UP!
Iles de Madeleine CFIM-FM
ILX
Individual Inc.
Info Globe
Infomart/DIALOG
Jonquière CFRS-TV/CKRS-TV
Kamloops CFJC-AM/CIFM-FM
Kamloops CHNL-AM/CKRV-FM
Kelowna CHBC-TV
Kelowna CKIQ-AM
Kelowna CKOV-AM/CKLZ-FM
Kentville CKEN-AM
Kingston CKLC-AM/CFLY-FM/CHXL-FM
Kingston CKWS-TV
Kitchener CHYM-AM/CKGL-FM
Kitchener CKCO-TV
Kitchener-Waterloo Record
La Presse Canadienne (Montréal) (Québec)
La Ronge CBKA-FM
La Tuque CFLM-AM
Labrador CBDQ-AM
Labrador CBNLT-TV
Labrador CFGB-AM
Lac Etchemin CFIN-FM
Lachute CJLA-FM
Laval CFGL-AM
Le Réseau TVA Inc.
Les Escoumins CHME-FM
Lethbridge CISA-TV
Lethbridge CJOC-AM/CFRV-FM
Levis-Lauzon CFCM-FM
London CFPL-TV
London CIQM-FM
London Free Press

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Longueuil CIEL-FM
Magog CIMO-FM
Manitoba Television Network
Maniwaki CHGA-FM
Maritime Broadcasting System
Matane CHRM-AM/CHOE-FM
Medicine Hat CHAT-AM/TV/CJCY-AM
Medicine Hat News
Moncton CBA-AM/FM
Moncton CBAF-FM/CBAFT-TV
Moncton CJMO-FM
Moncton CKCW-AM/CFQM-FM
Mont Laurier CFLO-AM
Montmagny CFEL-FM
Montreal bureau, Globe & Mail
Montreal bureau, National Post
Montréal CBF-AM/FM/CBFT-TV
Montreal CBM-AM/FM
Montreal CBMT-TV
Montréal CFJP-TV
Montréal CFTM-TV/Ste-Foy CFCM-TV/CKMI-TV
Montreal CHOM-FM
Montréal CIBL-FM
Montréal CINQ-FM
Montreal CIQC-AM/CFQR-FM
Montréal CIVM-TV
Montreal CJAD-AM
Montréal CKAC-AM
Montréal CKMF-FM
Montreal CKMI-TV
Montreal Gazette
Montréal Les Affaires
Montréal, Financial Post bureau
Montréal, Globe & Mail bureau
Montréal, La Presse
Montréal, Le Devoir
Montréal, Le Journal de Montréal
Montréal, Le Soleil bureau
New Carlisle CHNC-AM
Nouvelles Télé-radio
Oshawa CKDO-AM/CKGE-FM
Ottawa CBO-AM/FM/CBOQ-FM
Ottawa CBOT-TV
Ottawa CFRA-AM/CKKL-FM

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Ottawa CHEZ-FM
Ottawa CHRO-TV
Ottawa Citizen
Ottawa CIWW-AM/CKBY-FM
Ottawa CJBZ-AM/CJMJ-FM
Ottawa CJOH-TV
Ottawa Le Droit
Ottawa Sun
Ottawa/Hull CBOF-AM/FM
Ottawa/Hull CBOFT
Ottawa/Hull CHOT-TV
Ottawa/Hull CIMF-FM
Point-au-Père CFER-TV
Pointcast
Port Cartier CIPC-FM
Port Hawkesbury CIGO-AM
Portage la Prairie CHMI-TV
Prince Albert CKBI-TV
Prince Albert Daily Herald
Prince George CJCI-AM/CIRX-FM
Prince George CKPG-AM /CKKN-FM/CKPG-TV
Quebec CBVE-AM/FM
Québec CFAP-TV
Québec CHIK-FM
Québec CHOI-FM
Québec CHRC-AM
Québec CJMF-FM
Québec CKRL-FM
Québec Le Soleil
Radio-Canada
Rankin Inlet CBQR-FM
Red Deer Advocate
Red Deer CKRD-AM/CFCR-FM
Red Deer CKRD-TV
Regina CBK-AM/FM
Regina CBKF-FM/CBKFT-TV
Regina CBKT-TV
Regina CFRE-TV
Regina CJME-AM/CIZL-FM
Regina CKCK-TV
Regina Leader-Post
Réseau Pathonic
Réseau Radio Mutuel
Reuters

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Rimouski CFLP-AM/CIKI-FM
Rimouski CJBR-AM/FM
Rimouski CKMN-FM
Rivière-du-Loup CJFP-FM/CIBM-FM
Rivière-du-Loup CKRT-TV/CIMT-TV
Roberval CHRL-AM
Rouyn-Noranda CJMM-FM
Rouyn-Noranda CKRN-AM/CKRN-TV/CFEMTV/CHLM-FM
Saint John CBD-AM/FM
Saint John CFBC-AM/CJCY-FM
Saint John CIOK-FM
Saint John Telegraph-Journal/Times-Globe
Sandpoint Hoover
Saskatoon CBK-AM
Saskatoon CBKS-FM
Saskatoon CFQC-AM/CJWW-AM
Saskatoon CFQC-TV
Saskatoon CFSK-TV
Saskatoon Star-Phoenix
Satellite Radio News
Sault Ste. Marie CHAS-FM/CJQM-FM
Sault Ste. Marie CJIC-TV/CHBX-TV
Selkirk News Service
Sept-Iles CBSI-FM
Sept-Iles CKCN-AM
Sherbrooke CHLT-AM/CITE-FM
Sherbrooke CHLT-TV
Sherbrooke CKSH-TV/CFKS-TV
Sherbrooke La Tribune
Sorel CJSO-FM
Southam News Service
St. Boniface CKSB-AM
St. Catharines CHRE-FM
St. Catharines CHSC-AM
St. John's CBN-AM/FM
St. John's CBNT-TV
St. John's CJYQ-AM/CKIX-FM
St. John's Evening Telegram
St. John's VOCM-AM/FM
Ste. Foy CBV-AM/FM/CBVT-TV
Ste-Adele CIME-FM
Ste-Anne des Monts CJMC-AM
Ste-Foy CBV-AM/FM/CBVT

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Ste-Marie CJVL-FM
Sterling News Service
St-Georges CKRB-AM/CIRO-FM
St-Hilarion CIHO-FM
St-Hyacinth CFEI-FM
St-Jean CFZZ-FM
Sudbury CBCS-FM/CBON-FM
Sudbury CBON-FM
Sudbury CHNO-AM/CHYC-AM/CJMX-FM
Sudbury Star
Sydney CBI-AM/FM
Sydney CBIY-TV
Sydney CHER-AM
Sydney CJCB-AM/CKPE-FM
Sydney, Cape Breton Post
Télémédia
Thetford Mines CKLD-AM
Thompson CBWK-FM
Thunder Bay CBQ-AM/FM
Thunder Bay CKPR-AM /CJLB-FM/CJSD-FM
Thunder Bay CKPR-TV/CHFD-TV
Timmins CFCL-TV/CITO-TV
Toronto CBL-AM/FM
Toronto CBLT-TV
Toronto CFMT-TV
Toronto CFNY-FM
Toronto CFRB-AM/CKFM-FM
Toronto CFTO-TV
Toronto CFTR-AM (680 News)
Toronto CHFI-FM
Toronto CHOG-AM (Talk 640)/CILQ-FM (Q107)
Toronto CHUM-AM/FM
Toronto CIII-TV (Global)
Toronto CITY-TV
Toronto CJBC-AM/FM
Toronto CJCL-AM
Toronto CJEZ-FM
Toronto Corriere Canadese
Toronto Globe & Mail
Toronto Star
Toronto Sun
Toronto, Ming Pao Daily News
Toronto, National Post
Toronto, Northern Miner

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Trail CJAT-AM
Trois Rivières CFKM-TV
Trois Rivières CHEM-TV
Trois Rivières CHLN-AM/CIFE-FM
Trois Rivières CIGB-FM
Trois Rivières, Le Nouvelliste
Truro CKCL-AM/CKTO-FM
TV Quatre Saisons
United Press International
Val d'Or CJMV-FM
Val d'Or CKVD-AM/CFVS-TV
Vancouver bureau, National Post
Vancouver CBU-AM/FM
Vancouver CBUF-FM/CBUFT-TV
Vancouver CBUT-TV
Vancouver CFUN-AM/CHQM-FM
Vancouver CIVT-TV
Vancouver CKBD-AM/CJJR-FM
Vancouver CKVU-TV
Vancouver CKWX-AM/CKKS-FM
Vancouver Province
Vancouver Sun
Verdun CKVL-AM/CKOI-FM
Victoria CFAX-AM
Victoria CHEK-TV
Victoria CJVI-AM/CIOC-FM
Victoria Times-Colonist
Victoriaville CFDA-AM
Ville Degelis CFVD-AM
Ville la Pocaterie CHOX-FM
Ville Marie CKVM-AM
Ville Vanier, Le Journal de Québec
Welland-Port Colborne Tribune
Western Information Network
Windsor CBE-AM
Windsor CBEF-AM/CBEFT-TV
Windsor CKLW-AM/CKWW-AM/CIDR-FM/CJOM-FM
Windsor Star
Winnipeg CBW-AM/FM
Winnipeg CBWFT
Winnipeg CBWT-TV
Winnipeg CIFX-AM/CHIQ-FM
Winnipeg CJOB-AM/CJKR-FM

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Winnipeg CKY-TV
Winnipeg Free Press
Winnipeg Sun
Yorkton CKOS-TV

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